

Magoon, Molly

From: Marc Pinard <mpinard@bradysullivan.com>
Sent: Wednesday, August 05, 2015 5:09 PM
To: Magoon, Molly
Subject: Brady Sullivan Information Request - 195 McGregor Main Building 2 of 3
Attachments: 3129_060.pdf

Second of 3.

Marc A. Pinard, Esq.
General Counsel
Brady Sullivan Properties, LLC
670 N. Commercial Street
Manchester, NH. 03110
Direct Line: 603 657-9715
Cellular: 603 231-1289
Fax: 603 622-7342

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From: jeffersonmillscanner@gmail.com [mailto:jeffersonmillscanner@gmail.com]
Sent: Wednesday, August 05, 2015 4:04 PM
To: Marc Pinard <mpinard@bradysullivan.com>
Subject: [2/3]Attached Image

responsibility to determine whether such codes and regulations apply to the Work, and if so, to observe and abide by their provisions.

8. **Workmanship:** Unless otherwise specified, all materials, parts and equipment incorporated in the Work shall be new, of recent manufacture, and free from defects and imperfections. Any work performed by Contractor, which is defective or otherwise fails to comply with such codes with respect to quality of workmanship, shall be immediately repaired or replaced at Contractor's sole expense and to the complete satisfaction of company. Contractor guarantees the Work to be free from any and all defects in materials or workmanship, and Contractor agrees to repair and make good any defect in Contractor's workmanship or materials that may appear within one (1) year after the date of final acceptance by Company. Company reserves the right to request removal of any representative of Contractor who the Company believes is insubordinate, incompetent or not qualified to perform the Work.

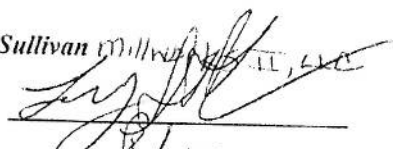
9. **Partial Termination:** If Company believes that Contractor is not performing the Work properly or in a timely manner, Company may terminate Contractor's right to proceed with any separate part(s) of the Work without terminating the entire Agreement. Company may exercise such right upon two days' written notice to the Contractor, whereupon Company may complete such portion(s) of the Work, and all reasonable costs of completion shall be deducted from the compensation herein and otherwise at the expense of Contractor.

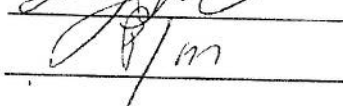
10. **Termination:** If, in the Company's sole opinion, Contractor shall: (1) fail to prosecute the Work properly; (2) fail to complete the Work within any stated time for completion of such Work; (3) fail to make prompt payment to its suppliers, laborers and/or permitted subcontractors; (4) fail to perform any provision of this Agreement; or (5) file or allow any form of insolvency or receivership proceedings to be filed against it, then Company may, upon seven (7) days' prior notice to Contractor, and without prejudice to any other rights, terminate this Agreement, take possession of the Work and complete any unfinished or remaining Work with any reasonable costs of completion to be charged against the balance of any amount(s) due under this Agreement and otherwise at the expense of Contractor.

11. **General Terms and Conditions:** Contractor shall not assign this Agreement nor subcontract any portion of the Work hereunder without the prior written consent of Company. Contractor shall pay all taxes for the Work provided by Contractor, whether or not such taxes are yet effective. No personal liability shall attach to, be imposed on, or otherwise be incurred by any partners, agent, member or employee of the Company or any director, officer or employee of any of the foregoing, for any obligation of the Company arising hereunder. Contractor's sole recourse hereunder is limited to the assets of the Company. Contractor acknowledges that it is an independent contractor. The Work hereunder shall be carried on by Contractor using its own means and methods, and at its own risk, subject only to full compliance with the provisions hereof. All prior negotiations, representations, contracts or agreements not incorporated herein are hereby canceled. No modification, amendment or construction of this Agreement shall be binding upon the parties unless in writing and signed by an authorized representative of the party to be bound. Notices hereunder shall be in writing and addressed to the party at the above address and sent by any recognized method, by which a confirmation of delivery is obtained, with all charges prepaid.


EXECUTED in duplicate as of the day and year first above written.

Brady Sullivan Millwright II, LLC

By: 

Title: 

Universal Decor

By: 

Title:  Owner

UNIVERSAL DÉCOR SCOPE OF WORK

06200 LOFT CONSTRUCTION

\$1,440.00 PER UNIT

TOTAL FOR 47 LOFTS = \$66,240.00

DESCRIPTION

- CONTINUING THE DESIGN AND MATERIAL MANAGEMENT
- LOADING MATERIAL FROM BOOM THROUGH WINDOWS
- INSTALLING TOP PLATES 2X4 AND 2X6 AND MATERIALS ~~FOR~~ Management
- CUSTOM FITTING OF 8X8 BEAMS
- INSTALLING 4X6 FLOOR TIMBERS
- ~~PROVIDE AND~~ INSTALL ¾ OSB ON TOP OF LOFTS



GENERAL NOTES

- ALL EMPLOYEES MUST SIGN THERE OWN NAME ON DAILY SIGN IN SHEET PROVIDED BY GC
- CONTRACTOR SHALL COMPLY WITH LOCAL, STATE AND FEDERAL BUILDING CODES
- CONTRACTORS TO HOLD STATE CONTRACTORS LICENSE IF NEEDED IN THE STATE WORKING IN
- CONTRACTOR TO PROVIDE ALL EQUIPMENT AND MATERIALS NEEDED TO COMPLETE THEIR JOB
- CONTRACTORS ARE REQUIRE TO COMPLY WITH OSHA TO MAINTAIN A SAFE WORKING ENVIROMENT'
- NO SMOKEING IS ALLOWED ON ANY BRADY SULLIVAN JOBS OR PROPERTIES
- CONTRACTORS MUST CARRY LIABILITY, WORKMANS COMP, AUTO INSURANCE AND MUST SUBMIT NTO GC
- ALL DUMPSTER PROVIDE BY GC UNLESS OTHERWISE NOTED
- ALL SALES TAXES ARE INCLUDED IN CONTRACT PRICE
- PPE IS REQUIRED AT ALL TIMES WHILE ON SITE (HARD HATS, SAFETY GLASSES, SAFETY VEST)

Universal Décor & Installations INC.

Designing, Decorating and Remodeling since 1947

10 Riddle Dr.
Bedford NH 03110
603 845-8508

Proposal

9517

Name Brady Sullivan Properties
Street 670 N Commercial St.
City Manchester NH 03101
Phone 603 622-6223
Fax 603 622 7342

Date 4/6/2013
Job Name Mill West lofts
Location 95 McGregor st Manchester
Contact Larry / John

Description:

Labor for the Construction of heavy timber frames to include:

Continuing the design, planning and ordering of material.
Pulling timbers into each unit from boom rented by BSP.
Installing provided 2x4 and 2x6 top sill plates.
Custom fitting 8x8 heavy timbers for frame.
Installation of T&G 4x6 floor planks.
Installation of 1/2" plywood over T&G Planks.

\$1440.00 each Labor only
46 Units Remaining
\$ 66,240.00

We hereby propose to furnish labor and materials and complete in accordance with the above specifications for the sum of:

Total \$ 66,240.00

Payment Terms and conditions

A Minimum deposit of 50% for the entire job is due upon signing this proposal.
The remaining balance is due upon completion unless specified below.

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alterations or deviation from above specifications involving extra costs will be executed upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accident or delays beyond our control. This proposal subject to acceptance within 10 days and it is void thereafter at the option of Universal Decor. A 3% charge will be added to all payments made with a credit card.

Acceptance of proposal

By signing this agreement you fully acknowledge and understand our payment terms / conditions. You have a full understanding of the materials you have purchased and the time schedule in which your product will be shipped and the installation process will begin. There is no returns on special order products and replacements will be made on a case by case basis, with the exception of materials coming in damaged.

Thank You

Richard Galipeault
(603) 845-8508

Date Accepted: _____

CONTRACT

AGREEMENT made this 26th day of April, 2013, by and between Brady Sullivan 670 N. Commercial Street, Suite 303, Manchester, New Hampshire 03101, (hereinafter referred to as "Company" or "GC"), and Universal Decor&Installations INC.(hereinafter referred to as "Contractor");

WHEREAS, Company and Contractor have agreed that Contractor shall perform certain services and/or provide equipment and certain materials upon the terms herein (hereinafter referred to as the "Work");

NOW, THEREFORE, in consideration of the mutual covenants, promises and agreements contained herein, the parties hereto intending to be legally bound, do agree as follows:

1. **Scope of Work:** The scope of the Work and any specifications with respect thereto are set forth on "Exhibit A" attached hereto and made a part hereof (hereinafter collectively referred to as "Contract Documents"). Contractor represents to Company that it fully understands the Contract Documents and has completed its due diligence such that Contractor fully assumes any difficulties it may encounter in timely performing the Work hereunder. To the extent there is any inconsistent term or condition in the contract, Exhibit A-1, shall control.
2. **Commencement and Completion of Work:** Work shall be performed as required by the Scope of Work for this project build-out.
3. **Compensation:** Company agrees to pay Contractor the compensation set forth in "Exhibit A" hereto for satisfactory performance of the Work hereunder. All labor and materials furnished by Contractor shall be subject to inspection by the Company prior to payment. Upon completion and acceptance of the Work by Company, Contractor shall invoice Company in accordance with Exhibit A. Payment shall be made within thirty (30) days following Company's receipt of an appropriate invoice and an executed partial or final payment lien waiver in a form acceptable to the Company. If this Agreement calls for installment payments, Company agrees to make payments on a monthly requisition basis based on the percentage of Work complete for specific line item dollar values with a 5% retainage withheld by Company until final acceptance of the Work.
4. **Insurance:** Prior to commencement of the Work, Contractor shall furnish Company with an acceptable insurance certificate from Contractor's insurer naming Company as an additional insured evidencing that Contractor has commercial general liability insurance (and statutory worker's compensation insurance and automobile insurance) in the amount(s) required by the Company in the Contract Documents for the liability assumed hereunder. Contractor shall maintain such insurance at all times hereunder.
5. **Indemnification:** Contractor shall indemnify and hold harmless Company and the owner(s) of any property where Contractor's Work is performed, together with their agents, representatives, affiliates, employees, officers and directors, from all suits or claims of any kind on account of any personal injury (including death) or property damage arising out of or occurring in connection with Contractor's Work, including claims arising under worker's compensation laws.
6. **Force Majeure:** If either party shall be prevented by an act of God, strike, explosion or other casualty (collectively "Force Majeure Event"), which such party could not reasonably avoid or overcome, and which prevents such party from performing hereunder, such party may give written notice of such Force Majeure Event to the other party as soon as possible after the occurrence, and the obligations of the party giving such notice, so far as they are affected by such event, shall be suspended during the period of the disability provided that such party uses all reasonable dispatch to remedy such disability.
7. **Laws and Regulations:** This Agreement shall be governed by the laws of the State of New Hampshire, which state shall be the exclusive forum for any action or claim arising out of this Agreement. Contractor shall comply with all applicable federal, state and local laws and regulations covering the Work, including, when applicable, and without limitation, the Occupational Safety and Health Act as amended. It is Contractor's sole

responsibility to determine whether such codes and regulations apply to the Work, and if so, to observe and abide by their provisions.

8. **Workmanship:** Unless otherwise specified, all materials, parts and equipment incorporated in the Work shall be new, of recent manufacture, and free from defects and imperfections. Any work performed by Contractor, which is defective or otherwise fails to comply with such codes with respect to quality of workmanship, shall be immediately repaired or replaced at Contractor's sole expense and to the complete satisfaction of company. Contractor guarantees the Work to be free from any and all defects in materials or workmanship, and Contractor agrees to repair and make good any defect in Contractor's workmanship or materials that may appear within one (1) year after the date of final acceptance by Company. Company reserves the right to request removal of any representative of Contractor who the Company believes is insubordinate, incompetent or not qualified to perform the Work.

9. **Partial Termination:** If Company believes that Contractor is not performing the Work properly or in a timely manner, Company may terminate Contractor's right to proceed with any separate part(s) of the Work without terminating the entire Agreement. Company may exercise such right upon two days' written notice to the Contractor, whereupon Company may complete such portion(s) of the Work, and all reasonable costs of completion shall be deducted from the compensation herein and otherwise at the expense of Contractor.

10. **Termination:** If, in the Company's sole opinion, Contractor shall: (1) fail to prosecute the Work properly; (2) fail to complete the Work within any stated time for completion of such Work; (3) fail to make prompt payment to its suppliers, laborers and/or permitted subcontractors; (4) fail to perform any provision of this Agreement; or (5) file or allow any form of insolvency or receivership proceedings to be filed against it, then Company may, upon seven (7) days' prior notice to Contractor, and without prejudice to any other rights, terminate this Agreement, take possession of the Work and complete any unfinished or remaining Work with any reasonable costs of completion to be charged against the balance of any amount(s) due under this Agreement and otherwise at the expense of Contractor.

11. **General Terms and Conditions:** Contractor shall not assign this Agreement nor subcontract any portion of the Work hereunder without the prior written consent of Company. Contractor shall pay all taxes for the Work provided by Contractor, whether or not such taxes are yet effective. No personal liability shall attach to, be imposed on, or otherwise be incurred by any partners, agent, member or employee of the Company or any director, officer or employee of any of the foregoing, for any obligation of the Company arising hereunder. Contractor's sole recourse hereunder is limited to the assets of the Company. Contractor acknowledges that it is an independent contractor. The Work hereunder shall be carried on by Contractor using its own means and methods, and at its own risk, subject only to full compliance with the provisions hereof. All prior negotiations, representations, contracts or agreements not incorporated herein are hereby canceled. No modification, amendment or construction of this Agreement shall be binding upon the parties unless in writing and signed by an authorized representative of the party to be bound. Notices hereunder shall be in writing and addressed to the party at the above address and sent by any recognized method, by which a confirmation of delivery is obtained, with all charges prepaid.

EXECUTED in duplicate as of the day and year first above written.

Brady Sullivan

By:

Title:

Universal Decor

By:

Title:

owner

SCOPE OF WORK UNIVERSAL DÉCOR&INSTALATIONS INC=06200

Description:

Construction of access stairs for 1st floor to 2nd to include:

Cut and remove approx. 4x12" section of existing heavy timber framing and flooring.

Support cut timbers w/ 8x8 lateral support.

Support lateral support w/ 8x8 vertical timbers.

Construct 2 sets of stairs.

4 stringers per set made out of 2x12 w/ 2x4 strong backs

One set to be secured to concrete landing.

Second set secured to existing timbers.

If landing is at wrong height and needs to be rebuilt add \$283 to proposal

All stringers / wood in contact with concrete to be PT.

Risers to be 1/2"

OSB.

Treads to be 3/4" OSB w/ routed front edge ready for carpet.

All plywood to be secured w/ adhesive and ring nails.

Cleaning of affected area and disposal of waste to BSP dumpster.

UNIVERSAL DÉCOR WILL FURNISH LABOR, MATERIALS AND FOLLOW JOB SCHEDULE IN ACCORDANCE
WITH THE ABOVE SPECIFICATIONS FOR THE SUM OF \$1800.00

Universal Décor & Installations INC.

Designing, Decorating and Remodeling since 1947

10 Riddle Dr.
Bedford NH 03110
603 845-8508

Proposal

9

Name Brady Sullivan Properties
Street 670 N Commercial St.
City Manchester NH 03101
Phone 603 622-6223
Fax 603 622 7342

Date 4/24/2013
Job Name Access stairs
Location 1st Floor Mill West
Contact Larry / John

Description:

Construction of access stairs for 1st floor to 2nd to include:

Cut and remove approx. 4x12" section of existing heavy timber framing and flooring.
Support cut timbers w/ 8x8 lateral support.
Support lateral support w/ 8x8 vertical timbers.
Construct 2 sets of stairs.
4 stringers per set made out of 2x12 w/ 2x4 strong backs
One set to be secured to concrete landing.
Second set secured to existing timbers.
If landing is at wrong height and needs to be rebuilt add \$283 to proposal
All stringers / wood in contact with concrete to be PT.
Risers to be 1/2" OSB.
Treads to be 3/4" OSB w/ routed front edge ready for carpet.
All plywood to be secured w/ adhesive and ring nails.
Cleaning of affected area and disposal of waste to BSP dumpster.

We hereby propose to furnish labor and materials and complete in accordance with the above specifications for the sum of:

Total \$ 2,600.00

\$ 1,800.

Payment Terms and conditions

A Minimum deposit of 50% for the entire job is due upon signing this proposal.
The remaining balance is due upon completion unless specified below.

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alterations or deviation from above specifications involving extra costs will be executed upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accident or delays beyond our control. This proposal subject to acceptance within 10 days and it is void thereafter at the option of Universal Décor. A 3% charge will be added to all payments made with a credit card.

Acceptance of proposal

By signing this agreement you fully acknowledge and understand our payment terms / conditions. You have a full understanding of the materials you have purchased and the time schedule in which your product will be shipped and the installation process will begin. There is no returns on special order products and replacements will be made on a case by case basis, with the exception of materials coming in damaged.

Thank You

Richard Galipeault

CONTRACT

PD#5611046

AGREEMENT made this 17th day of July, 2013, by and between Brady Sullivan Millworks, LLC 670 N. Commercial Street, Suite 303, Manchester, New Hampshire 03101, (hereinafter referred to as "Company" or "GC"), and Spectrum Floors, Inc. (hereinafter referred to as "Contractor");

WHEREAS, Company and Contractor have agreed that Contractor shall perform certain services and/or provide equipment and certain materials upon the terms herein (hereinafter referred to as the "Work");

NOW, THEREFORE, in consideration of the mutual covenants, promises and agreements contained herein, the parties hereto intending to be legally bound, do agree as follows:

1. **Scope of Work:** The scope of the Work and any specifications with respect thereto are set forth on "Exhibit A" attached hereto and made a part hereof (hereinafter collectively referred to as "Contract Documents"). Contractor represents to Company that it fully understands the Contract Documents and has completed its due diligence such that Contractor fully assumes any difficulties it may encounter in timely performing the Work hereunder. To the extent there is any inconsistent term or condition in the contract, Exhibit A-1 shall control.
2. **Commencement and Completion of Work:** Work shall be performed as required by the Scope of Work for this project build-out.
3. **Compensation:** Company agrees to pay Contractor the compensation set forth in "Exhibit A" hereto for satisfactory performance of the Work hereunder. All labor and materials furnished by Contractor shall be subject to inspection by the Company prior to payment. **No payment will be forthcoming until a signed executed contract is received by Brady Sullivan Properties.** Upon completion and acceptance of the Work by Company, Contractor shall invoice Company in accordance with Exhibit A. Payment shall be made within thirty (30) days following Company's receipt of an appropriate invoice and an executed partial or final payment lien waiver in a form acceptable to the Company. If this Agreement calls for installment payments, Company agrees to make payments on a monthly requisition basis based on the percentage of Work complete for specific line item dollar values with a 5% retainage withheld by Company until final acceptance of the Work.
4. **Insurance:** Prior to commencement of the Work, Contractor shall furnish Company with an acceptable insurance certificate from Contractor's insurer naming Company as an additional insured evidencing that Contractor has commercial general liability insurance (and statutory worker's compensation insurance and automobile insurance) in the amount(s) required by the Company in the Contract Documents for the liability assumed hereunder. Contractor shall maintain such insurance at all times hereunder.
5. **Indemnification:** Contractor shall indemnify and hold harmless Company and the owner(s) of any property where Contractor's Work is performed, together with their agents, representatives, affiliates, employees, officers and directors, from all suits or claims of any kind on account of any personal injury (including death) or property damage arising out of or occurring in connection with Contractor's Work, including claims arising under worker's compensation laws.
6. **Force Majeure:** If either party shall be prevented by an act of God, strike, explosion or other casualty (collectively "Force Majeure Event"), which such party could not reasonably avoid or overcome, and which prevents such party from performing hereunder, such party may give written notice of such Force Majeure Event to the other party as soon as possible after the occurrence, and the obligations of the party giving such notice, so far as they are affected by such event, shall be suspended during the period of the disability provided that such party uses all reasonable dispatch to remedy such disability.
7. **Laws and Regulations:** This Agreement shall be governed by the laws of the State of New Hampshire, which state shall be the exclusive forum for any action or claim arising out of this Agreement. Contractor shall comply with all applicable federal, state and local laws and regulations covering the Work, including, when applicable, and without limitation, the Occupational Safety and Health Act as amended. It is Contractor's sole

responsibility to determine whether such codes and regulations apply to the Work, and if so, to observe and abide by their provisions.

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EXECUTED in duplicate as of the day and year first above written.

¹¹
Brady Sullivan Millworks, LLC

By: _____

Title: _____

Spectrum Floors, Inc.

By:  _____

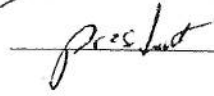
Title:  _____

Exhibit A*Millworks II*

Location: Manchester, NH.

PO#: 5611046

Date: 8/5/13

00500 Agreement – Flooring Scope:

An agreement has been made between *Brady Sullivan Millworks, LLC* and *Spectrum Floors, Inc.*, inclusive of the flooring based scope projected at *195 McGregor Street, Manchester, NH* for the residential fit-up. The approved compensation for the outlined scope of work below shall not exceed One hundred four thousand nine hundred eighty four dollars and no cents (\$104,984.00) (see attached).

00700 General Requirements

Invoicing, be it partial or final shall be submitted to the Company in CSI format as structured below in this exhibit. Each division and sub-division category shall be reviewed and documented by the contractor/site foreman to denote the percentage of line item completion, along with the dollar value associated. As such your invoices will contain the division, sub-division, percentage of completion, and value associated with percentage complete. Once obtained, the Company's project manager will schedule to review the percentage of completed work and report back to the contractor in a timely manner. All invoices shall reference the awarded PO number as indicated at the top of this document for account tracking purposes.

All the Contractor's employees must sign their own name on a daily supplied sign in sheet to be provided to the GC by 9am each day.

Contractor shall comply with all State, Local, and Federal codes.

Contractor shall hold current New Hampshire Contractor's License.

Contractor shall supply all necessary equipment and materials to conduct their job.

The contractor shall maintain a safe working environment while working on-site to meet OSHA requirements. The job site is considered a hard hat area, the contractor's employees and third party contractors must wear hard hat protection at all times while on-site.

No smoking or music is allowed on the job site. Food and beverages are allowed in designated areas only.

Contractor shall provide final broom swept floor of all work areas daily.

The contractor must carry at least \$1,000,000.00 general liability insurance, workers compensation, and comprehensive automobile insurance and must submit a copy to the GC.

All dumpsters for the work are to be provided by the Company.

00800 Supplementary Conditions

Contractor shall be responsible for all associated costs in obtaining an engineer to design and stamp drawings for permitting, including fire alarm plans to meet the high rise requirements and Fire Department and Building Department approval/permitting. In

addition all state (ADA) and local fees or reviews as required by the city, shall be of sole expense and coordination of the contractor. All applicable work areas are to be left neat and clean, and all materials are to be disposed of in a safe and legal manner.

Division 9 – Flooring _____ \$ 104,984.00

- 09600 Flooring


Supply and install units with pads and carpets (Brady Sullivan Standard) on 3rd and 4th Floors - \$76,670.00

Supply and install units with vinyl sheets (Brady Sullivan Standard) on 3rd and 4th Floors- \$16,614.00

Supply and install Sub floors for vinyl (prep included) on 3rd and 4th Floors - \$11,700.00

Brady Sullivan Millworks, LLC

Date



Spectrum Floors, Inc.

8-7-13
Date

1600 Candia Road
Manchester, NH 03109
T: 603-626-3998
F: 603-626-0260

DATE	ESTIMATE NO.
7/30/2013	9469

NAME / ADDRESS
BRADY SULLIVAN PROPERTIES JEFFERSON MILL 622-6223 FAX 6227342 JOB:MILL WEST

PROJECT

[illegible]

FLOOR PREP NOT INCLUDED
NO WASH WAX OR PROTECTION

BRADY SULLIVAN PROPERTIES
MINIMUM INSURANCE REQUIREMENTS FOR SUBCONTRACTORS

Brady Sullivan Properties requires that all subcontractors submit a Certificate of Liability Insurance to our office prior to beginning any work at any project.

Note: A sample insurance certificate has been attached to this memorandum for your insurance agent. Please remember to include the project name and address where indicated. The insurance certificate must have the same coverage amounts, format and wording as in the supplied sample, or it will NOT be accepted.

COVERAGE & LIMITS REQUIRED:

1. Workers Compensation and Employer's Liability Insurance

\$500,000	Each Accident
\$500,000	Disease-policy limit
\$500,000	Disease-each employee

NOTE: Policy must include a Waiver of Subrogation in favor of Brady Sullivan Properties.

2. Commercial General Liability Insurance

Occurrence Policy Form, Include full Contractual Liability, Per Project
Aggregate required.

\$2,000,000	General Aggregate
\$2,000,000	Products/Completed Operations Aggregate
\$1,000,000	Each Occurrence, Combined Single Limit
\$1,000,000	Personal & Advertising Injury
\$50,000	Fire Damage
\$5,000	Medical Payments

NOTE: Brady Sullivan Properties and all related Brady Sullivan entities, MUST be named as additional insured and a copy of the endorsement should be attached to the certificate. Policy must include a Waiver of Subrogation in favor of Brady Sullivan Properties.

3. Commercial Automobile Liability

Policy must provide coverage for all motor vehicles including owned, hired, borrowed and no-owned vehicles.

\$1,000,000	Combined Single Limit-Bodily Injury & Property Damage
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NOTE: Brady Sullivan Properties and all related Brady Sullivan entities, MUST be named as additional insured and a copy of the endorsement should be attached to the certificate. Policy must include a Waiver of Subrogation in favor of Brady Sullivan Properties.

4. Commercial Umbrella Liability

Policy MUST include General Liability, Employers Liability, and Business Auto Liability as underlying.

\$1,000,000 Each Occurrence

\$1,000,000 Aggregate

NOTE: Brady Sullivan Properties and all related Brady Sullivan entities, MUST be named as additional insured and a copy of the endorsement should be attached to the certificate. Policy must include a Waiver of Subrogation in favor of Brady Sullivan Properties.

5. Other Liability

If blasting and/or demolition is required by the Contract, the Contractor and/or Subcontractor shall obtain the respective coverage for those activities, and shall furnish a Certificate of Insurance evidencing the required coverages prior to commencement of any operations involving blasting and/or demolition.

CANCELLATION OR NOTICE OF NON-RENEWAL

Each policy shall contain a clause prohibiting cancellation or modification of the policy earlier than thirty (30) days or ten (10) days in cases of non-payment of premium after written notice thereof has been received by Brady Sullivan Properties.

CARRIER FINANCIAL STRENGTH

All insurance carriers must meet a minimum financial rating of A.M. Best's "A-X" or as acceptable by review by Brady Sullivan Properties.

NOTE: Exceptions to these requirements may be made under limited or unique circumstances. Such exceptions must be approved after a thorough review of Brady Sullivan Properties.

BRADY SULLIVAN

PROPERTIES

Bill To:
670 N. Commercial St.
Manchester, NH 03101
Phone: 603-622-6223
Fax: 603-622-7342
www.bradysullivan.com

Ship To:

Mill West
Manchester, NH 03101

PURCHASE ORDER

P.O. Number:	5611046
Vendor:	Spectrum Floor
Date:	7/17/2013
Prop./Loc Num:	1760-00
Prop./Loc Desc:	Mill West
Job:	175001-0561
G/L Account:	1410
Terms:	Net 30

Line	Qty.	Cost Code/Description	Category	Unit Cost	\$ Amount	Approval
1	1.00	09600:Flooring	SC -			
		Contract Amount	Subcontract	\$140,489.13	\$140,489.13	
2	1.00	09600:Flooring	SC -			
		Inv. #9765 - \$5,553.41 less 5% retainage	Subcontract	(\$5,275.74)	(\$5,275.74)	yes
3	1.00	09600:Flooring	M - Material			
		Inv. #9753; 8/5/2013 - carpet		(\$32,640.10)	(\$32,640.10)	
4	1.00	09600:Flooring	SC -			
		Inv#9796 - 2 Party with Beaulieu Group	Subcontract	(\$39,728.32)	(\$39,728.32)	yes 9/11
5				\$0.00	\$0.00	
6				\$0.00	\$0.00	
7				\$0.00	\$0.00	
8				\$0.00	\$0.00	
9				\$0.00	\$0.00	
10				\$0.00	\$0.00	
11				\$0.00	\$0.00	
12				\$0.00	\$0.00	
Total					\$62,844.97	

Notes:



Duly Authorized: Larry St. Pierre / SR

For Office Use:

Approved for Payment:

CONTRACT

PD# 3611869

C.C. OR
L.L.C.

AGREEMENT made this 8th day of August, 2013, by and between Brady Sullivan Millworks II 670 N. Commercial Street, Suite 303, Manchester, New Hampshire 03101, (hereinafter referred to as "Company" or "GC"), and C&C Flooring (hereinafter referred to as "Contractor");

WHEREAS, Company and Contractor have agreed that Contractor shall perform certain services and/or provide equipment and certain materials upon the terms herein (hereinafter referred to as the "Work");

NOW, THEREFORE, in consideration of the mutual covenants, promises and agreements contained herein, the parties hereto intending to be legally bound, do agree as follows:

1. **Scope of Work:** The scope of the Work and any specifications with respect thereto are set forth on "Exhibit A" attached hereto and made a part hereof (hereinafter collectively referred to as "Contract Documents"). Contractor represents to Company that it fully understands the Contract Documents and has completed its due diligence such that Contractor fully assumes any difficulties it may encounter in timely performing the Work hereunder. To the extent there is any inconsistent term or condition in the contract, Exhibit A-1, shall control.
2. **Commencement and Completion of Work:** Work shall be performed as required by the Scope of Work for this project build-out.
3. **Compensation:** Company agrees to pay Contractor the compensation set forth in "Exhibit A" hereto for satisfactory performance of the Work hereunder. All labor and materials furnished by Contractor shall be subject to inspection by the Company prior to payment. Upon completion and acceptance of the Work by Company, Contractor shall invoice Company in accordance with Exhibit A. Payment shall be made within thirty (30) days following Company's receipt of an appropriate invoice and an executed partial or final payment lien waiver in a form acceptable to the Company. If this Agreement calls for installment payments, Company agrees to make payments on a monthly requisition basis based on the percentage of Work complete for specific line item dollar values with a 5% retainage withheld by Company until final acceptance of the Work.
4. **Insurance:** Prior to commencement of the Work, Contractor shall furnish Company with an acceptable insurance certificate from Contractor's insurer naming Company as an additional insured evidencing that Contractor has commercial general liability insurance (and statutory worker's compensation insurance and automobile insurance) in the amount(s) required by the Company in the Contract Documents for the liability assumed hereunder. Contractor shall maintain such insurance at all times hereunder.
5. **Indemnification:** Contractor shall indemnify and hold harmless Company and the owner(s) of any property where Contractor's Work is performed, together with their agents, representatives, affiliates, employees, officers and directors, from all suits or claims of any kind on account of any personal injury (including death) or property damage arising out of or occurring in connection with Contractor's Work, including claims arising under worker's compensation laws.
6. **Force Majeure:** If either party shall be prevented by an act of God, strike, explosion or other casualty (collectively "Force Majeure Event"), which such party could not reasonably avoid or overcome, and which prevents such party from performing hereunder, such party may give written notice of such Force Majeure Event to the other party as soon as possible after the occurrence, and the obligations of the party giving such notice, so far as they are affected by such event, shall be suspended during the period of the disability provided that such party uses all reasonable dispatch to remedy such disability.
7. **Laws and Regulations:** This Agreement shall be governed by the laws of the State of New Hampshire, which state shall be the exclusive forum for any action or claim arising out of this Agreement. Contractor shall comply with all applicable federal, state and local laws and regulations covering the Work, including, when applicable, and without limitation, the Occupational Safety and Health Act as amended. It is Contractor's sole

responsibility to determine whether such codes and regulations apply to the Work, and if so, to observe and abide by their provisions.

8. **Workmanship:** Unless otherwise specified, all materials, parts and equipment incorporated in the Work shall be new, of recent manufacture, and free from defects and imperfections. Any work performed by Contractor, which is defective or otherwise fails to comply with such codes with respect to quality of workmanship, shall be immediately repaired or replaced at Contractor's sole expense and to the complete satisfaction of company. Contractor guarantees the Work to be free from any and all defects in materials or workmanship, and Contractor agrees to repair and make good any defect in Contractor's workmanship or materials that may appear within one (1) year after the date of final acceptance by Company. Company reserves the right to request removal of any representative of Contractor who the Company believes is insubordinate, incompetent or not qualified to perform the Work.

9. **Partial Termination:** If Company believes that Contractor is not performing the Work properly or in a timely manner, Company may terminate Contractor's right to proceed with any separate part(s) of the Work without terminating the entire Agreement. Company may exercise such right upon two days' written notice to the Contractor, whereupon Company may complete such portion(s) of the Work, and all reasonable costs of completion shall be deducted from the compensation herein and otherwise at the expense of Contractor.

10. **Termination:** If, in the Company's sole opinion, Contractor shall: (1) fail to prosecute the Work properly; (2) fail to complete the Work within any stated time for completion of such Work; (3) fail to make prompt payment to its suppliers, laborers and/or permitted subcontractors; (4) fail to perform any provision of this Agreement; or (5) file or allow any form of insolvency or receivership proceedings to be filed against it, then Company may, upon seven (7) days' prior notice to Contractor, and without prejudice to any other rights, terminate this Agreement, take possession of the Work and complete any unfinished or remaining Work with any reasonable costs of completion to be charged against the balance of any amount(s) due under this Agreement and otherwise at the expense of Contractor.

11. **General Terms and Conditions:** Contractor shall not assign this Agreement nor subcontract any portion of the Work hereunder without the prior written consent of Company. Contractor shall pay all taxes for the Work provided by Contractor, whether or not such taxes are yet effective. No personal liability shall attach to, be imposed on, or otherwise be incurred by any partners, agent, member or employee of the Company or any director, officer or employee of any of the foregoing, for any obligation of the Company arising hereunder. Contractor's sole recourse hereunder is limited to the assets of the Company. Contractor acknowledges that it is an independent contractor. The Work hereunder shall be carried on by Contractor using its own means and methods, and at its own risk, subject only to full compliance with the provisions hereof. All prior negotiations, representations, contracts or agreements not incorporated herein are hereby canceled. No modification, amendment or construction of this Agreement shall be binding upon the parties unless in writing and signed by an authorized representative of the party to be bound. Notices hereunder shall be in writing and addressed to the party at the above address and sent by any recognized method, by which a confirmation of delivery is obtained, with all charges prepaid.

EXECUTED in duplicate as of the day and year first above written.

Brady Sullivan MILLWORKS INC.

By: John E. Sullivan

Title: Project Manager

C&C Flooring

By: Chris K.

Title: Owner

C&C FLOORING SCOPE OF WORK EXHIBIT A-1

TOTAL CONTRACT 09600 FLOORING

TOTAL CONTRACT AMOUNT = \$133,216.50

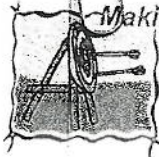
DESCRIPTION

- Sand and Poly 46,960sqft of existing wood flooring on the 3rd floor
- Pull all roofing nails from floor
- Sand and Poly 31,050sqft of existing wood flooring on the 4th floor
- Install 2000 sqft of bamboo on the 4th floor
- Provide all necessary labor,materials to complete job on schedule

GENERAL NOTES

- ALL EMPLOYEES MUST SIGN THERE OWN NAME ON DAILY SIGN IN SHEET PROVIDED BY GC
- CONTRACTOR SHALL COMPLY WITH LOCAL,STATE AND FEDERAL BUILDING CODES
- CONTRACTORS TO HOLD STATE CONTRACTORS LICENSE IF NEEDED IN THE STATE WORKING IN
- CONTRACTOR TO PROVIDE ALL EQUIPMENT AND MATERIALS NEEDED TO COMPLETE THEIR JOB
- CONTRACTORS ARE REQUIRE TO COMPLY WITH OSHA TO MAINTAIN A SAFE WORKING ENVIROMENT'
- NO SMOKEING IS ALLOWED ON ANY BRADY SULLIVAN JOBS OR PROPERTIES
- CONTRACTORS MUST CARRY LIABILITY, WORKMANS COMP,AUTO INSURANCE AND MUST SUBMIT NTO GC
- ALL PPE IS REQUIRED AT ALL TIMES WHILE ON SITE (HARD HATS,SAFETY GLASSES.SAFETY VEST)

C & C Flooring



Making Old Floors Look New

Chris Coburn

627 Somerville St.

Manchester, NH 03103

603/625-1658



Gladly Accepted

Date: 7/22/13

Quote / Invoice #

Prepared By: Kim

Start Date: July 22nd

Bill To: Brady & Sullivan

670 Commercial St.

Manchester NH 03101

John
851-4052

Millinet 3rd floor + 4th floor

Description	\$ Per Foot	Total
3rd		
46,900 SQFT sand + refinish with 3 coats oil base poly	1.65	77,484.00
prep floor for sanding, pulling out ^{roofing} nails		1500.00
4th		
31,050 SQFT. sand + refinish with 3 coats oil base poly	1.65	51,232.50
install 2000 SQFT of Bamboo	1.50	3000.00
Total		133216.50
Payment		
Total		
Payment		
Total		
Additional Fee		
BALANCE		

Does not Include Any Repairs

All Repairs are Extra

In the event that there is a default under the terms of this agreement, the person to whom this proposal is made shall be responsible for all cost of collection, including reasonable attorneys fees incurred as a result of the default. All material & workmanship is guaranteed for a period of 1 (one) year from completion. All guarantees are void if final payment is not received within 5 (Five) days of completion. All invoices will be subject to a finance charge of 24% on any balance over 30 (Thirty) days from original billing date. This is an annual percentage rate of 24%.

Sand & Refinish Terms: 50% Down, 50% at completion of job.

Install Terms: 66% Down, Balanced paid at completion of job. 66% covers materials and down payment.

Acceptance of proposal: The above prices, specifications and conditions are satisfactory and are hereby accepted.

Contractor Signature _____ Customer Signature _____

Date of Acceptance _____

C & C Floors Thanks You!

PO#561118

CONTRACT

millworks II, LLC
AGREEMENT made this 15th day of May, 2013, by and between Brady Sullivan 670 N. Commercial Street, Suite 303, Manchester, New Hampshire 03101, (hereinafter referred to as "Company" or "GC"), and Quality Insulation INC. (hereinafter referred to as "Contractor");

WHEREAS, Company and Contractor have agreed that Contractor shall perform certain services and/or provide equipment and certain materials upon the terms herein (hereinafter referred to as the "Work");

NOW, THEREFORE, in consideration of the mutual covenants, promises and agreements contained herein, the parties hereto intending to be legally bound, do agree as follows:

1. **Scope of Work:** The scope of the Work and any specifications with respect thereto are set forth on "Exhibit A" attached hereto and made a part hereof (hereinafter collectively referred to as "Contract Documents"). Contractor represents to Company that it fully understands the Contract Documents and has completed its due diligence such that Contractor fully assumes any difficulties it may encounter in timely performing the Work hereunder. To the extent there is any inconsistent term or condition in the contract, Exhibit A-1, shall control.
2. **Commencement and Completion of Work:** Work shall be performed as required by the Scope of Work for this project build-out.
3. **Compensation:** Company agrees to pay Contractor the compensation set forth in "Exhibit A" hereto for satisfactory performance of the Work hereunder. All labor and materials furnished by Contractor shall be subject to inspection by the Company prior to payment. Upon completion and acceptance of the Work by Company, Contractor shall invoice Company in accordance with Exhibit A. Payment shall be made within thirty (30) days following Company's receipt of an appropriate invoice and an executed partial or final payment lien waiver in a form acceptable to the Company. If this Agreement calls for installment payments, Company agrees to make payments on a monthly requisition basis based on the percentage of Work complete for specific line item dollar values with a 5% retainage withheld by Company until final acceptance of the Work.
4. **Insurance:** Prior to commencement of the Work, Contractor shall furnish Company with an acceptable insurance certificate from Contractor's insurer naming Company as an additional insured evidencing that Contractor has commercial general liability insurance (and statutory worker's compensation insurance and automobile insurance) in the amount(s) required by the Company in the Contract Documents for the liability assumed hereunder. Contractor shall maintain such insurance at all times hereunder.
5. **Indemnification:** Contractor shall indemnify and hold harmless Company and the owner(s) of any property where Contractor's Work is performed, together with their agents, representatives, affiliates, employees, officers and directors, from all suits or claims of any kind on account of any personal injury (including death) or property damage arising out of or occurring in connection with Contractor's Work, including claims arising under worker's compensation laws.
6. **Force Majeure:** If either party shall be prevented by an act of God, strike, explosion or other casualty (collectively "Force Majeure Event"), which such party could not reasonably avoid or overcome, and which prevents such party from performing hereunder, such party may give written notice of such Force Majeure Event to the other party as soon as possible after the occurrence, and the obligations of the party giving such notice, so far as they are affected by such event, shall be suspended during the period of the disability provided that such party uses all reasonable dispatch to remedy such disability.
7. **Laws and Regulations:** This Agreement shall be governed by the laws of the State of New Hampshire, which state shall be the exclusive forum for any action or claim arising out of this Agreement. Contractor shall comply with all applicable federal, state and local laws and regulations covering the Work, including, when applicable, and without limitation, the Occupational Safety and Health Act as amended. It is Contractor's sole

responsibility to determine whether such codes and regulations apply to the Work, and if so, to observe and abide by their provisions.

8. **Workmanship:** Unless otherwise specified, all materials, parts and equipment incorporated in the Work shall be new, of recent manufacture, and free from defects and imperfections. Any work performed by Contractor, which is defective or otherwise fails to comply with such codes with respect to quality of workmanship, shall be immediately repaired or replaced at Contractor's sole expense and to the complete satisfaction of company. Contractor guarantees the Work to be free from any and all defects in materials or workmanship, and Contractor agrees to repair and make good any defect in Contractor's workmanship or materials that may appear within one (1) year after the date of final acceptance by Company. Company reserves the right to request removal of any representative of Contractor who the Company believes is insubordinate, incompetent or not qualified to perform the Work.

9. **Partial Termination:** If Company believes that Contractor is not performing the Work properly or in a timely manner, Company may terminate Contractor's right to proceed with any separate part(s) of the Work without terminating the entire Agreement. Company may exercise such right upon two days' written notice to the Contractor, whereupon Company may complete such portion(s) of the Work, and all reasonable costs of completion shall be deducted from the compensation herein and otherwise at the expense of Contractor.

10. **Termination:** If, in the Company's sole opinion, Contractor shall: (1) fail to prosecute the Work properly; (2) fail to complete the Work within any stated time for completion of such Work; (3) fail to make prompt payment to its suppliers, laborers and/or permitted subcontractors; (4) fail to perform any provision of this Agreement; or (5) file or allow any form of insolvency or receivership proceedings to be filed against it, then Company may, upon seven (7) days' prior notice to Contractor, and without prejudice to any other rights, terminate this Agreement, take possession of the Work and complete any unfinished or remaining Work with any reasonable costs of completion to be charged against the balance of any amount(s) due under this Agreement and otherwise at the expense of Contractor.

11. **General Terms and Conditions:** Contractor shall not assign this Agreement nor subcontract any portion of the Work hereunder without the prior written consent of Company. Contractor shall pay all taxes for the Work provided by Contractor, whether or not such taxes are yet effective. No personal liability shall attach to, be imposed on, or otherwise be incurred by any partners, agent, member or employee of the Company or any director, officer or employee of any of the foregoing, for any obligation of the Company arising hereunder. Contractor's sole recourse hereunder is limited to the assets of the Company. Contractor acknowledges that it is an independent contractor. The Work hereunder shall be carried on by Contractor using its own means and methods, and at its own risk, subject only to full compliance with the provisions hereof. All prior negotiations, representations, contracts or agreements not incorporated herein are hereby canceled. No modification, amendment or construction of this Agreement shall be binding upon the parties unless in writing and signed by an authorized representative of the party to be bound. Notices hereunder shall be in writing and addressed to the party at the above address and sent by any recognized method, by which a confirmation of delivery is obtained, with all charges prepaid.


EXECUTED in duplicate as of the day and year first above written.

~~~~~e!jhof e! vck d!up!qspvitjpot !pgBeef oevn !p!Dpoubdu! bujt !bubd! f e!p!boe!jodqspdbu! e! f s! jo!e

Brady Sullivan *MANAGER*, LLC

Quality Insulation

By: \_\_\_\_\_

By: 

Title: \_\_\_\_\_

Title: DIVISION MANAGER



## **QUALITY INSULATION SCOPE OF WORK**

### **CONTRACT PRICE**

\$1,125.00 PER UNIT X 49

**TOTAL = \$55,125.00**

### **10300 FIREPLACE INSTALION**

- CONTRACTORS TO PROVIDE ALL PERMITS AND INSPECTIONS REQUIRE TO COMPLETE THE FIREPLACES
- CONTRACTORS TO MAKE ALL ROOF PENETRATIONS AND TEMPORARY PATCH ROOF
- PAINT ALL TERMINATIONS ON THE ROOF BLACK
- PROVIDE FIREPLACES AND ALL MATERIALS TO COMPLETE JOB
- PROVIDE 1 SEE THROUGH FIREPLACE FOR \$1,125.00 AS AGREED UPON CONTRACT
- PRICE INCLUDES A MAX OF 5 OFFSETS

### **GENERAL NOTES**

- ALL EMPLOYEES MUST SIGN THERE OWN NAME ON DAILY SIGN IN SHEET PROVIDED BY GC
- CONTRACTOR SHALL COMPLY WITH LOCAL,STATE AND FEDERAL BUILDING CODES
- CONTRACTORS TO HOLD STATE CONTRACTORS LICENSE IF NEEDED IN THE STATE WORKING IN
- CONTRACTOR TO PROVIDE ALL EQUIPMENT AND MATERIALS NEEDED TO COMPLETE THEIR JOB
- CONTRACTORS ARE REQUIRE TO COMPLY WITH OSHA TO MAINTAIN A SAFE WORKING ENVIROMENT'
- NO SMOKEING IS ALLOWED ON ANY BRADY SULLIVAN JOBS OR PROPERTIES
- CONTRACTORS MUST CARRY LIABILITY, WORKMANS COMP,AUTO INSURANCE AND MUST SUBMIT NTO GC
- ALL DUMPSTER PROVIDE BY GC UNLESS OTHERWISE NOTED
- ALL SALES TAXES ARE INCLUDED IN CONTRACT PRICE
- PPE IS REQUIRED AT ALL TIMES WHILE ON SITE ( HARD HATS,SAFETY GLASSES.SAFETY VEST)

Addendum to Contract  
Between Brady Sullivan (Contractor) and  
Quality Insulation (Subcontractor)  
Project: 10300 FIREPLACE FOR 49 UNITS INSTALLATION  
Dated: May 15, 2013

This Addendum to Contract (Addendum) modifies the terms of the Contract and its exhibits and addenda (Subcontract) between Brady Sullivan (Contractor) and Quality Insulation (Subcontractor). If any of the terms and conditions of this Addendum should conflict with any terms and conditions of the Subcontract this Addendum shall control. These modifications are mutually agreed to by the parties and are supported by legal consideration. Contractor's acceptance shall be evidenced by permitting Subcontractor to commence Work on the project.

Any indemnification, defense or similar obligation imposed on Subcontractor under the Subcontract shall apply to personal injury and property damage to the proportionate extent that any claim, damage or injury (including attorneys' fees and litigation costs) is proximately caused by Subcontractor's negligence or the negligence of its agents. Subcontractor shall not be responsible to the extent that anything relates to or is caused by (a) accident, misuse, abuse, neglect, or deficient work of someone other than Subcontractor or its agents; (b) normal wear and tear; (c) failure to use or maintain the product installed by Subcontractor in accordance with the manufacturer's instructions; (d) alteration, repair or attempted alteration or repair by anyone other than Subcontractor or its authorized agent; or (e) work site conditions or substances not caused by Subcontractor or its agents, including without limitation, asbestos, lead, mold, mildew, code or regulatory violations; or other hazardous, health or safety related conditions or substances.

Contractor shall give timely written notice to Subcontractor of any and all claims brought against Contractor which may in any way be related to Subcontractor's work or for which indemnity or defense may be sought. Any such notice shall be given promptly in order that Subcontractor may reasonably respond to the claim as it deems appropriate, including, without limitation, a meaningful opportunity to participate in any inspection or testing (destructive or otherwise) conducted on the project. Failure to provide such notice to Subcontractor shall constitute a waiver by the Contractor of that claim and void Subcontractor's indemnity and defense obligations otherwise required under the Subcontract.

Contractor agrees to accept Additional Insured Endorsement Form RR in satisfaction of Subcontractor's (General Liability additional insured obligations under the Subcontract (per attached sample). Subcontractor shall name Contractor as Additional Insured (not Additional Named Insured) in satisfaction of Subcontractor's insurance obligations.

Contractor agrees to obtain Subcontractor's consent prior to any change in the indemnity or types or limits of insurance required under this Subcontract as Subcontractor does not consent to a unilateral change. If Subcontractor is required at any time to participate in a contractor-controlled or owner-controlled insurance program or other similar type of program (collectively, "OCIP"), then all insurance, indemnity, contribution, and defense obligations herein shall not apply.

Any provision in the Subcontract that purports to limit the liability of Contractor or any third party for its or their breach of the Subcontract, negligence or willful misconduct shall not be enforceable as to Subcontractor. In no event shall either party be liable to the other for any indirect, incidental, consequential, liquidated or special damages, including without limitation, lost revenues, loss of use, attorney fees and profits or other administrative charges or fees, whether based in contract, tort or otherwise, even if it has been advised of the possibility of such damages.

Neither party shall be responsible for any loss, damage, detention or delay caused by any event beyond the reasonable control of either party. Dates for the performance or completion of the work shall be extended by delay of time as may be reasonably necessary to compensate for such delay.

Subcontractor's Work shall be executed in substantial compliance with the Subcontract Documents, in a good and workmanlike manner, and free of defect not inherent in the design or improper or insufficient maintenance, abuse, or modifications performed by others for a period of one (1) year from completion of Subcontractor's Work (unless otherwise required by applicable law). Contractor expressly acknowledges and agrees that Subcontractor does not warrant the adequacy, sufficiency, suitability or building code compliance of the plans, specifications, or other Contract Documents including, without limitation, any specified sole source of brand-named products, equipment, or materials, and Contractor accepts the manufacturer's warranty as its sole recourse with regard to such items. Under no circumstances shall Subcontractor provide a warranty or guarantee for work performed by other trades, contractors or subcontractors. THIS WARRANTY IS PROVIDED IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, AND THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE HEREBY DISCLAIMED BY SUBCONTRACTOR.

Subcontractor does not waive, assign, transfer, convey or sell, or agree to limit any of its rights or claims. Subcontractor does not assign, transfer, convey, or sell any rights in, and Contractor shall acquire no right to, Subcontractor's proprietary or confidential information or intellectual property. Waivers of lien for payments received by Subcontractor will be issued on a mutually agreeable form and will be limited to invoiced amount. Subcontractor shall issue a full waiver of lien on a mutually agreeable form after receipt of all monies to which it is entitled under this Subcontract.

Subcontractor shall be paid 95% for the work under this Subcontract within thirty (30) days of invoice(s) submitted for payment for each portion of its completed work and for final payment including retention within thirty (30) days of completion of its work. Subcontractor shall have no duty to work if payment is not received as set forth herein. Pricing shall be held for the period of time as set forth in Subcontractor's bid or Work Order. In the event of any subsequent changes or Change Orders to the Work, Subcontractor shall be entitled receive a compensating change in price without regard to time limits on claims for such payment. Pricing includes applicable state and local taxes at the rate in effect at time of Subcontractor's bid submittal. Any change in tax rate during the life of this Subcontract will be reflected in an adjustment.

Should either party employ an attorney to institute litigation or arbitration to enforce any provision of this Subcontract or to collect damages or debt under this Subcontract, the prevailing party shall be entitled to recover reasonable attorneys' fees, costs and expenses incurred.

Any non-waiver, termination or confidentiality rights granted to Contractor shall be reciprocal.

Should any latent, concealed or unforeseen condition or substance; asbestos; lead; mold; mildew; code or regulatory violation; or any hazardous, health or safety related condition or substance not directly caused by Subcontractor or its agents be present at the work site while Subcontractor is performing work, whether or not at variance with the conditions indicated by the Contract Documents, Subcontractor may suspend its work until such condition or substance is addressed by Contractor, and the contract price and time shall be equitably adjusted upon claim by Subcontractor. Subcontractor alternatively may terminate such work, and Contractor will pay Subcontractor for any work it performs and reasonable expenses it incurs on or before the date of such termination. Subcontractor shall have no responsibility for addressing any such condition or substance.

Draft stop, fire block, fire stop (UBC 708.2.1 et seq., formerly 2516 (f), or locally adopted equivalent), and fire rated caulking are not included within the Work unless specifically listed in the Subcontractor's bid. If the Work includes the installation of cellulose, it will be applied with spray application and Contractor must allow adequate time for it to cure and dry before installing drywall or other materials. The adequate time required varies depending upon climate, altitude and weather. Contractor agrees not to install vapor barriers, vapor retardants, dry wall, or other interior finish until the material has dried to less than 20% moisture content.



**IL 10 (12/06) OLD REPUBLIC INSURANCE COMPANY**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS  
OR ORGANIZATIONS  
(Masco Form RR)**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

|                                 | SCHEDULE                                                                                                                                                                                                                                                           |
|---------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Name of Person or Organization: | Any person or organization, not otherwise scheduled as an Additional Insured under this Policy, that the Named Insured agreed to name as an Additional Insured in a written contract executed prior to the occurrence for which a claim is made under this Policy. |

**WHO IS AN INSURED (SECTION II)** is amended to include a person or organization as defined above. We shall indemnify the Additional Insured for all covered damages proximately caused by the negligently performed or negligently completed work of the Named Insured. We shall further reimburse the Additional Insured for reasonable and necessary attorney's fees and litigation costs incurred in defending against covered damages proximately caused by the negligently performed or negligently completed work of the Named Insured, except for those attorney's fees and litigation costs paid by another insurer.

Our duty to indemnify and to reimburse attorneys' fees and litigation costs shall not exceed the product derived by multiplying the total dollar amount of liability for covered damages, or the total dollar amount of attorneys' fees and litigation cost, by that percentage of legal liability attributable to the Named Insured for covered damages as determined by a trier-of-fact in an arbitration or trial.





**Bill To:**  
 670 N. Commercial St.  
 Manchester, NH 03101  
 Phone: 603-622-6223  
 Fax: 603-622-7342  
 www.bradysullivan.com

**Ship To:**

Mill West  
 Manchester, NH 03101

## PURCHASE ORDER

|                 |                    |
|-----------------|--------------------|
| P.O. Number:    | 5611118            |
| Vendor:         | Quality Insulation |
| Date:           | 10/31/2013         |
| Prop./Loc Num:  | 1760-00            |
| Prop./Loc Desc: | Mill West          |
| Job:            | 175001-0561        |
| G/L Account:    | 1410               |
| Terms:          | Net 30             |

| Line         | Qty.  | Cost Code/Description                      | Category    | Unit Cost  | \$ Amount          | Approval |
|--------------|-------|--------------------------------------------|-------------|------------|--------------------|----------|
| 1            | 49.00 | 10300 Fireplaces and Stoves                | SC -        |            |                    |          |
|              |       | Contract for 49 Fireplaces at \$1,125/Unit | Subcontract | \$1,125.00 | \$55,125.00        |          |
| 2            |       |                                            |             | \$0.00     | \$0.00             |          |
| 3            |       |                                            |             | \$0.00     | \$0.00             |          |
| 4            |       |                                            |             | \$0.00     | \$0.00             |          |
| 5            |       |                                            |             | \$0.00     | \$0.00             |          |
| 6            |       |                                            |             | \$0.00     | \$0.00             |          |
| 7            |       |                                            |             | \$0.00     | \$0.00             |          |
| 8            |       |                                            |             | \$0.00     | \$0.00             |          |
| 9            |       |                                            |             | \$0.00     | \$0.00             |          |
| 10           |       |                                            |             | \$0.00     | \$0.00             |          |
| 11           |       |                                            |             | \$0.00     | \$0.00             |          |
| 12           |       |                                            |             | \$0.00     | \$0.00             |          |
| <b>Total</b> |       |                                            |             |            | <b>\$55,125.00</b> |          |

Notes:

Duly Authorized: Larry St. Pierre

For Office Use:

Approved for Payment:



## SHORT FORM CONTRACT

**AGREEMENT** made this 2nd day of January, 2013, by and between **Brady Sullivan Contracting, LLC** of 670 North Commercial Street Manchester New Hampshire 03101, (hereinafter referred to as "Company"), and **Interior Partition Specialist LLC**, 1333 Boston Post Road, Old Saybrook, Connecticut 06475 (hereinafter referred to as "Contractor");

**WHEREAS**, Company and Contractor have agreed that Contractor shall perform certain services and/or provide equipment and certain materials upon the terms herein (hereinafter referred to as the "Work") on property Owned by Brady Sullivan Mill West, LLC, 670 North Commercial Street, Manchester, New Hampshire 03101 (hereinafter referred to as the Owner); and

**WHEREAS**, Company acknowledges that Company and Owner are affiliated business entities;

**NOW, THEREFORE**, in consideration of the mutual covenants, promises and agreements contained herein, the parties hereto intending to be legally bound, do agree as follows:

1. **Scope of Work:** The scope of the Work and any specifications with respect thereto are set forth on "Exhibit A" attached hereto and made a part hereof (hereinafter collectively referred to as "Contract Documents"). Contractor represents to Company that it fully understands the Contract Documents and has completed its due diligence such that Contractor fully assumes any difficulties it may encounter in timely performing the Work hereunder. To the extent there is any inconsistent term or condition in Exhibit A, this Agreement shall control.
2. **Commencement and Completion of Work:** Contractor shall commence the Work on February 1<sup>st</sup> 2013, and complete the Work no later than September 1<sup>st</sup> 2013, time being of the essence.

**PENALTY:** If above contractor does not meet the required schedule a penalty of \$500.00 a day will be enforced until Contractor gets back on agreed to schedule. The parties agree that the Contractor will not be fined for any delays caused the actions or decisions of the Owner or the Owner's agents, the Company or its agents, or any Force Majeure Event as defined in Section 6. If the Contractor claims that they are delayed by actions or decisions of the Company or Owner, Contractor shall inform the Company in writing within 24 hours of the occurrence; in response, the Company will agree or dispute the matter in writing within 72 hours of receipt of such notice.

3. **Compensation:** Company agrees to pay Contractor the compensation set forth in "Exhibit A" upon completion and acceptance of the Work by Company and Owner. Based upon applications for payment submitted to the Company from Contractor, the Company shall make progress payments on account of the Work completed and approved by Company and Owner and Owner's Bank. The period covered by each application for payment shall be one calendar month ending on the last day of the month. Provided that the Work covered under the application is approved as aforesaid and an original application for payment is received by the Company no later than the 10th day of a month, Company shall include the Contractor's application for payment in the Company's next application for payment to the Owner. Company shall make reasonable efforts to provide payment within 30 days of approval by Company, Owner and Owner's construction lender. No payment to Contractor shall be made unless and until a fully executed lien waiver in a form acceptable to Company is received by Company. **ALSO, PRIOR TO PAYMENT TO CONTRACTOR, CONTRACTOR SHALL PROVIDE TO THE COMPANY LIEN WAIVERS FROM ITS SUBCONTRACTORS AND SUPPLIERS RELEASING ANY LIEN RIGHTS FOR ANY WORK OR MATERIALS/SUPPLIES.**

The Contractor shall receive payment from the Company in accordance with its application, provided the Company has received the funding from the Owner, which funding shall not be unreasonably be withheld by the Owner. Upon the Company's receipt of payment from the Owner, Company shall make payment to Contractor subject to a 5% Retainage withheld by Company until final acceptance of Contractor's Work.



4. **Insurance:** Prior to commencement of the Work, Contractor shall furnish Company with an acceptable insurance certificate from Contractor's insurer naming Company as an additional insured evidencing that Contractor has commercial general liability insurance (and statutory worker's compensation insurance and automobile insurance) in the amount(s) required by the Company in the Contract Documents for the liability assumed hereunder. Contractor shall maintain such insurance at all times hereunder.
5. **Indemnification:** Contractor shall indemnify and hold harmless Company and the owner(s) of any property where Contractor's Work is performed, together with their agents, representatives, affiliates, employees, officers and directors, from all suits or claims of any kind on account of any personal injury (including death) or property damage arising out of or occurring in connection with Contractor's Work, including claims arising under worker's compensation laws, but excluding claims arising out of the sole negligence of Company.
6. **Force Majeure:** If either party shall be prevented by an act of God, strike, explosion or other casualty (collectively "Force Majeure Event"), which such party could not reasonably avoid or overcome, and which prevents such party from performing hereunder, such party may give written notice of such Force Majeure Event to the other party as soon as possible after the occurrence, and the obligations of the party giving such notice, so far as they are affected by such event, shall be suspended during the period of the disability provided that such party uses all reasonable dispatch to remedy such disability.
7. **Laws and Regulations:** This Agreement shall be governed by the laws of the State of Rhode Island, which state shall be the exclusive forum for any action or claim arising out of this Agreement. Contractor shall comply with all applicable federal, state and local laws and regulations covering the Work, including, when applicable, and without limitation, the Occupational Safety and Health Act as amended. It is Contractor's sole responsibility to determine whether such codes and regulations apply to the Work, and if so, to observe and abide by their provisions.
8. **Workmanship:** Unless otherwise specified, all materials, parts and equipment incorporated in the Work shall be new, of recent manufacture, and free from defects and imperfections. Any work performed by Contractor, which is defective or otherwise fails to comply with such codes with respect to quality of workmanship, shall be immediately repaired or replaced at Contractor's sole expense and to the complete satisfaction of company. Contractor guarantees the Work to be free from any and all defects in materials or workmanship, and Contractor agrees to repair and make good any defect in Contractor's workmanship or materials that may appear within one (1) year after the date of final acceptance by Company. Company reserves the right to request removal of any representative of Contractor who the Company believes is insubordinate, incompetent or not qualified to perform the Work.
9. **Partial Termination:** If Company believes that Contractor is not performing the Work properly or in a timely manner, Company may terminate Contractor's right to proceed with any separate part(s) of the Work without terminating the entire Agreement. Company may exercise such right upon two days' written notice to the Contractor, whereupon Company may complete such portion(s) of the Work, and all reasonable costs of completion shall be deducted from the compensation herein and otherwise at the expense of Contractor.
10. **Termination for Cause:** If, in the Company's sole opinion, Contractor shall: (1) fail to prosecute the Work properly; (2) fail to complete the Work within any stated time for completion of such Work; (3) fail to make prompt payment to its suppliers, laborers and/or permitted subcontractors; (4) fail to perform any provision of this Agreement; or (5) file or allow any form of insolvency or receivership proceedings to be filed against it, then Company may, upon seven (7) days' prior notice to Contractor, and without prejudice to any other rights, terminate this Agreement, take possession of the Work and complete any unfinished or remaining Work with any reasonable costs of completion to be charged against the balance of any amount(s) due under this Agreement and otherwise at the expense of Contractor.



11. **Termination for Convenience:** The Company may, at any time, terminate this Agreement for convenience and without cause. Upon receipt of written notice from the Company of such termination for the Company's convenience, Contractor shall:

1. Cease operations as directed by the Company in the notice;
2. Take actions necessary; or that the Company directs, for the protection and preservation of the Work; and
3. Except for the Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.

In case of such termination for the Company's convenience, Contractor shall be entitled to receive payment for Work performed as of date of termination only if it (work performed to date) is satisfactory to Company.

12. **General Terms and Conditions:** Contractor shall not assign this Agreement nor subcontract any portion of the Work hereunder without the prior written consent of Company. If Contractor does subcontract any portion of its work, such subcontracting shall not relieve Contractor of any of its duties and obligations under this contract. Contractor shall pay all taxes for the Work provided by Contractor, whether or not such taxes are yet effective. No personal liability shall attach to, be imposed on, or otherwise be incurred by any partners, agent, member or employee of the Company or any director, officer or employee of any of the foregoing, for any obligation of the Company arising hereunder. Contractor's sole recourse hereunder is limited to the assets of the Company. Contractor acknowledges that it is an independent contractor. The Work hereunder shall be carried on by Contractor using its own means and methods, and at its own risk, subject only to full compliance with the provisions hereof. All prior negotiations, representations, contracts or agreements not incorporated herein are hereby canceled. No modification, amendment or construction of this Agreement shall be binding upon the parties unless in writing and signed by an authorized representative of the party to be bound. Notices hereunder shall be in writing and addressed to the party at the above address and sent by any recognized method, by which a confirmation of delivery is obtained, with all charges prepaid.

**EXECUTED** in duplicate as of the day and year first above written.

Brady Sullivan

By: \_\_\_\_\_

Title: \_\_\_\_\_

Interior Partition Specialist LLC

By: \_\_\_\_\_

Title: \_\_\_\_\_

**EXHIBIT A:**

**Total Contract Price:**

\$1,200,000.00 (ONE POINT TWO MILLION DOLLARS)

**Scope of Work to be performed:**

For work at Mill West 195 McGregor St Manchester NH residential units plus common areas. FLOORS 3-4 AND LOWER LEVEL

1. Framing and drywall for all wall types per plans.
2. Bathrooms to have moisture resistant green board.
3. Ceilings in the bathrooms, mechanical closets, unit hallways, and kitchens will be Chicago grid dropped to 10' off the floor level (with 3 1/2" sound batts laid across the top)
4. The living rooms and bedrooms on the exterior walls will drop sheet rock between the beams 6" down and expose the rest of the beams (with 3 1/2" sound batts above the sheetrock)
5. The top floors will have exposed ceilings in the living rooms and bedrooms.
6. All common area hallway ceilings will be left exposed
7. The bedrooms that are not on exterior walls will have natural light cut-outs (size and bedrooms to be determined by a representative of Brady Sullivan)
8. Provide and install 1/2 plywood on all floors that receive vinyl. (BATHROOMS)
9. Provide elevator shaft framing and cut openings for elevator.
10. Provide shafts as determined by architect for the bathroom fan exhaust and HVAC systems. to be core board with channels.
11. Provide all fire rated blocking for cabinets and handicap accessories.
12. Provide wood studs at all doors.
13. Install mailboxes and required blocking.
14. Frame and cut for wall safes in all master bedroom closets. Installation by others.
15. Install bead of acoustical caulking on both sides of track where stud meets floor and ceiling. Caulking will require sign off from GC.
16. Taping and 3 coats of joint compound, sanded and ready for paint.
17. Spot floor for electrical box locations before sheetrocking. GC signoff required before sheetrocking each unit  
THERE WILL BE A \$25 BACKCHARGE FOR EACH IMPROPERLY CUT OR BURIED BOX.
18. Any location where pre-rocking is performed, fire taping should be completed immediately before any additional work is performed.
19. All insulation to be completed before GC inspection
20. Media room to receive 6" of insulation and double layer of sheetrock on ceiling.
21. All framing below lofts to be 20 gauge



22. Frame for double steel doors at freight elevator on all levels.
23. No soffits within 4ft from any windows per historical requirements.
24. All bath/mech ceilings on the third floor to be 16 gauge 3 5/8 c c stud 16 0n center with 3/4 T+G OSB
25. All knee walls to receive 2x6 cap
26. Provide framing for all access doors and return air grills

General Notes

1. ALL EMPLOYEES MUST SIGN THEIR OWN NAME ON DAILY SIGN IN SHEET TO BE PROVIDED TO GC BY 9AM EACH DAY.
2. Premium time included. Mandatory 6 day workweek (with no overtime compensation). GC may relax the 6 day work week requirement if ahead of schedule.
3. Contractor to comply with all State, Local and Federal codes.
4. Contractor to provide all necessary equipment and materials to conduct their job.
5. Contractor is to maintain a safe working environment while working to meet OSHA requirements.
6. Job site is considered a hard hat area. Contractor employees must wear hard hats at all times.
7. No smoking or music allowed on the job site.
8. Food and beverage are allowed in designated areas only.
9. Contractor to provide final broom swept floor of all work areas daily.
10. Contractor must carry at least \$1,000,000 general liability' workers compensation and comprehensive automobile insurance and must submit a copy to the GC.
11. All dumpsters for the work are to be provided by the Owner.
12. All sales Tax is included in the contract price.

CONTRACT

PD# 5611002

MILWAUKEE, WISCONSIN

**AGREEMENT** made this 26th day of April, 2013, by and between Brady Sullivan 670 N. Commercial Street, Suite 303, Manchester, New Hampshire 03101, (hereinafter referred to as "Company" or "GC"), and Universal Decor&Installations INC. (hereinafter referred to as "Contractor");

**WHEREAS**, Company and Contractor have agreed that Contractor shall perform certain services and/or provide equipment and certain materials upon the terms herein (hereinafter referred to as the "Work");

**NOW, THEREFORE**, in consideration of the mutual covenants, promises and agreements contained herein, the parties hereto intending to be legally bound, do agree as follows:

1. **Scope of Work:** The scope of the Work and any specifications with respect thereto are set forth on "Exhibit A" attached hereto and made a part hereof (hereinafter collectively referred to as "Contract Documents"). Contractor represents to Company that it fully understands the Contract Documents and has completed its due diligence such that Contractor fully assumes any difficulties it may encounter in timely performing the Work hereunder. To the extent there is any inconsistent term or condition in the contract, Exhibit A-1, shall control.
2. **Commencement and Completion of Work:** Work shall be performed as required by the Scope of Work for this project build-out.
3. **Compensation:** Company agrees to pay Contractor the compensation set forth in "Exhibit A" hereto for satisfactory performance of the Work hereunder. All labor and materials furnished by Contractor shall be subject to inspection by the Company prior to payment. Upon completion and acceptance of the Work by Company, Contractor shall invoice Company in accordance with Exhibit A. Payment shall be made within thirty (30) days following Company's receipt of an appropriate invoice and an executed partial or final payment lien waiver in a form acceptable to the Company. If this Agreement calls for installment payments, Company agrees to make payments on a monthly requisition basis based on the percentage of Work complete for specific line item dollar values with a 5% retainage withheld by Company until final acceptance of the Work.
4. **Insurance:** Prior to commencement of the Work, Contractor shall furnish Company with an acceptable insurance certificate from Contractor's insurer naming Company as an additional insured evidencing that Contractor has commercial general liability insurance (and statutory worker's compensation insurance and automobile insurance) in the amount(s) required by the Company in the Contract Documents for the liability assumed hereunder. Contractor shall maintain such insurance at all times hereunder.
5. **Indemnification:** Contractor shall indemnify and hold harmless Company and the owner(s) of any property where Contractor's Work is performed, together with their agents, representatives, affiliates, employees, officers and directors, from all suits or claims of any kind on account of any personal injury (including death) or property damage arising out of or occurring in connection with Contractor's Work, including claims arising under worker's compensation laws.
6. **Force Majeure:** If either party shall be prevented by an act of God, strike, explosion or other casualty (collectively "Force Majeure Event"), which such party could not reasonably avoid or overcome, and which prevents such party from performing hereunder, such party may give written notice of such Force Majeure Event to the other party as soon as possible after the occurrence, and the obligations of the party giving such notice, so far as they are affected by such event, shall be suspended during the period of the disability provided that such party uses all reasonable dispatch to remedy such disability.
7. **Laws and Regulations:** This Agreement shall be governed by the laws of the State of New Hampshire, which state shall be the exclusive forum for any action or claim arising out of this Agreement. Contractor shall comply with all applicable federal, state and local laws and regulations covering the Work, including, when applicable, and without limitation, the Occupational Safety and Health Act as amended. It is Contractor's sole



responsibility to determine whether such codes and regulations apply to the Work, and if so, to observe and abide by their provisions.

8. **Workmanship:** Unless otherwise specified, all materials, parts and equipment incorporated in the Work shall be new, of recent manufacture, and free from defects and imperfections. Any work performed by Contractor, which is defective or otherwise fails to comply with such codes with respect to quality of workmanship, shall be immediately repaired or replaced at Contractor's sole expense and to the complete satisfaction of company. Contractor guarantees the Work to be free from any and all defects in materials or workmanship, and Contractor agrees to repair and make good any defect in Contractor's workmanship or materials that may appear within one (1) year after the date of final acceptance by Company. Company reserves the right to request removal of any representative of Contractor who the Company believes is insubordinate, incompetent or not qualified to perform the Work.

9. **Partial Termination:** If Company believes that Contractor is not performing the Work properly or in a timely manner, Company may terminate Contractor's right to proceed with any separate part(s) of the Work without terminating the entire Agreement. Company may exercise such right upon two days' written notice to the Contractor, whereupon Company may complete such portion(s) of the Work, and all reasonable costs of completion shall be deducted from the compensation herein and otherwise at the expense of Contractor.

10. **Termination:** If, in the Company's sole opinion, Contractor shall: (1) fail to prosecute the Work properly; (2) fail to complete the Work within any stated time for completion of such Work; (3) fail to make prompt payment to its suppliers, laborers and/or permitted subcontractors; (4) fail to perform any provision of this Agreement; or (5) file or allow any form of insolvency or receivership proceedings to be filed against it, then Company may, upon seven (7) days' prior notice to Contractor, and without prejudice to any other rights, terminate this Agreement, take possession of the Work and complete any unfinished or remaining Work with any reasonable costs of completion to be charged against the balance of any amount(s) due under this Agreement and otherwise at the expense of Contractor.

11. **General Terms and Conditions:** Contractor shall not assign this Agreement nor subcontract any portion of the Work hereunder without the prior written consent of Company. Contractor shall pay all taxes for the Work provided by Contractor, whether or not such taxes are yet effective. No personal liability shall attach to, be imposed on, or otherwise be incurred by any partners, agent, member or employee of the Company or any director, officer or employee of any of the foregoing, for any obligation of the Company arising hereunder. Contractor's sole recourse hereunder is limited to the assets of the Company. Contractor acknowledges that it is an independent contractor. The Work hereunder shall be carried on by Contractor using its own means and methods, and at its own risk, subject only to full compliance with the provisions hereof. All prior negotiations, representations, contracts or agreements not incorporated herein are hereby canceled. No modification, amendment or construction of this Agreement shall be binding upon the parties unless in writing and signed by an authorized representative of the party to be bound. Notices hereunder shall be in writing and addressed to the party at the above address and sent by any recognized method, by which a confirmation of delivery is obtained, with all charges prepaid.

EXECUTED in duplicate as of the day and year first above written.

Brady Sullivan Millworks II, LLC

By:

Title:

Universal Decor

By:

Title:

owner

# Universal Décor & Installations INC.

Designing, Decorating and Remodeling since 1947

10 Riddle Dr.  
Bedford NH 03110  
603 845-8508

## Proposal

# 6

Name Brady Sullivan Properties  
Street 670 N Commercial St.  
City Manchester NH 03101  
Phone 603 622-6223  
Fax 603 622 7342

Date 3/29/2013  
Job Name Mill West Plywood  
Location 4th Floor Mill West  
Contact Larry / John

### Description:

**Supply and install approx. 3840 SQFT of 3/4" OSB Plywood.**

\*\*\* Note that seams will not match heights of existing floors.  
Some the existing wood is worn to 1/2" and others are 1"  
so 3/4" is the best midpoint.  
Plywood to be secured w/ 2-3/8 ring nails.

### Remove planking and repair flooring on 4th and 3rd floors to include:

Removal and resurfacing of elevator shafts.  
Repair of approx. 300 areas of pipe and hole penetrations with reclaimed flooring  
Remove and unnailed existing flooring.  
Install plywood in bedroom areas where flooring was removed.

\*\*\* Note that we will attempt to replace flooring styles as close as possible as quantities allow.

We hereby propose to furnish labor and materials and complete in accordance with the above specifications for the sum of:

Total **\$16,430.00.**

### Payment Terms and conditions

A Minimum deposit of 50% for the entire job is due upon signing this proposal.  
The remaining balance is due upon completion unless specified below.

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alterations or deviation from above specifications involving extra costs will be executed upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accident or delays beyond our control. This proposal subject to acceptance within 10 days and it is void thereafter at the option of Universal Decor. A 3% charge will be added to all payments made with a credit card.

### Acceptance of proposal

By signing this agreement you fully acknowledge and understand our payment terms / conditions. You have a full understanding of the materials you have purchased and the time schedule in which your product will be shipped and the installation process will begin. There is no returns on special order products and replacements will be made on a case by case basis, with the exception of materials coming in damaged.

Thank You

Richard Galipeault  
(603) 845-8508

Date Accepted: \_\_\_\_\_



**SCOPE OF WORK UNIVERSAL DECOR&INSTALLATIONS INC=06100**

**DESCRIPTION**

- SUPPLY AND INSTALL APPROX. 3840 SQFT OF ¾ OSB SECURED WITH 2 3/8 RING NAILS
- REMOVE PLANKING AND REPAIR FLOORING ON THE 4<sup>TH</sup> AND 3<sup>RD</sup> FLOORS TO INCLUDE THE FOLLOWING
  1. REMOVAL AND RESURFACING OF THE EXISTING ELEVATOR SHAFTS IN UNITS 437,337
  2. PATCH AND REPAIR APPROX. 300 AREAS OF OLD PENETRATIONS AND ALL WOOD THAT IS IN UN USEABLE CONDITIONS WITH RECLAIMED WOOD FROM BEDROOMS THAT ARE IN GOOD CONDITION
  3. ALL BEDROOMS THAT ARE USED FOR RECLAIMED WOOD TO BE PATCHED BACK WITH ¾ OSB AND 2 3/8 RING NAILS

**NOTES**

- ALL SEAMS WILL NOT MATCH HEIGHTS OF EXISTING FLOOR
- ALL FLOORING STYLES TO BE REPLACED AS CLOSE AS POSSIBLE

**UNIVERSAL DÉCOR WILL FURNISH LABOR, MATERIALS AND FOLLOW JOB SCHEDULE IN ACCORDECE WITH THE ABOVE SPECIFICATIONS FOR THE SUM OF \$14,500.00.**

**EXIBIT A-1**

## CONTRACT

## Millwest

Location: 195 McGregor Street, Manchester

PO#: 5611177

Amount: \$24,736.00

Date: 1/17/2014

ATT: Kerry

AGREEMENT made this 17<sup>th</sup> day of January 2014, by and between Brady Sullivan Millworks II, LLC, 670 N. Commercial Street, Suite 303, Manchester, New Hampshire 03101, (hereinafter referred to as "Company" or "GC"), and Spectrum Floors, Inc., (hereinafter referred to as "Contractor");

WHEREAS, Company and Contractor have agreed that Contractor shall perform certain services and/or provide equipment and certain materials upon the terms herein (hereinafter referred to as the "Work"),

NOW, THEREFORE, in consideration of the mutual covenants, promises and agreements contained herein, the parties hereto intending to be legally bound, do agree as follows:

1. **Scope of Work:** The scope of the Work and any specifications with respect thereto are set forth on "Exhibit A" attached hereto and made a part hereof (hereinafter collectively referred to as "Contract Documents"). Contractor represents to Company that it fully understands the Contract Documents and has completed its due diligence such that Contractor fully assumes any difficulties it may encounter in timely performing the Work hereunder.
2. **Commencement and Completion of Work:** Work shall be performed as required by the Scope of Work for this contract.
3. **Compensation:** Company agrees to pay Contractor the compensation set forth in "Exhibit A" hereto for satisfactory performance of the Work hereunder. All labor and materials furnished by Contractor shall be subject to inspection by the Company prior to payment. Upon completion and acceptance of the Work by Company, Contractor shall invoice Company in accordance with Exhibit A. Payment shall be made within thirty (30) days following Company's receipt of an appropriate invoice and an executed partial or final payment lien waiver in a form acceptable to the Company. If this Agreement calls for installment payments, Company agrees to make payments on a monthly requisition basis based on the percentage of Work complete for specific line item dollar values with a 5% retainage withheld by Company until final acceptance of the Work.
4. **Insurance:** Prior to commencement of the Work, Contractor shall furnish Company with an acceptable insurance certificate from Contractor's insurer naming Company as an additional insured evidencing that Contractor has commercial general liability insurance (and statutory worker's compensation insurance and automobile insurance) in the amount(s) required by the Company in the Contract Documents for the liability assumed hereunder. Contractor shall maintain such insurance at all times hereunder.
5. **Indemnification:** Contractor shall indemnify and hold harmless Company and the owner(s) of any property where Contractor's Work is performed, together with their agents, representatives, affiliates, employees, officers and directors, from all suits or claims of any kind on account of any personal injury (including death) or property damage arising out of or occurring in connection with Contractor's Work, including claims arising under worker's compensation laws.
6. **Force Majeure:** If either party shall be prevented by an act of God, strike, explosion or other casualty (collectively "Force Majeure Event"), which such party could not reasonably avoid or overcome, and which prevents such party from performing hereunder, such party may give written notice of such Force Majeure Event to the other party as soon as possible after the occurrence, and the obligations of the party giving such notice, so far as they are affected by such event, shall be suspended during the period of the disability provided that such party uses all reasonable dispatch to remedy such disability.
7. **Laws and Regulations:** This Agreement shall be governed by the laws of the State of New Hampshire, which state shall be the exclusive forum for any action or claim arising out of this Agreement. Contractor shall

gn



comply with all applicable federal, state and local laws and regulations covering the Work, including, when applicable, and without limitation, the Occupational Safety and Health Act as amended. It is Contractor's sole responsibility to determine whether such codes and regulations apply to the Work, and if so, to observe and abide by their provisions.

8. **Workmanship:** Unless otherwise specified, all materials, parts and equipment incorporated in the Work shall be new, of recent manufacture, and free from defects and imperfections. Any work performed by Contractor, which is defective or otherwise fails to comply with such codes with respect to quality of workmanship, shall be immediately repaired or replaced at Contractor's sole expense and to the complete satisfaction of company. Contractor guarantees the Work to be free from any and all defects in materials or workmanship, and Contractor agrees to repair and make good any defect in Contractor's workmanship or materials that may appear within one (1) year after the date of final acceptance by Company. Company reserves the right to request removal of any representative of Contractor who the Company believes is insubordinate, incompetent or not qualified to perform the Work.

9. **Partial Termination:** If Company believes that Contractor is not performing the Work properly or in a timely manner, Company may terminate Contractor's right to proceed with any separate part(s) of the Work without terminating the entire Agreement. Company may exercise such right upon two days' written notice to the Contractor, whereupon Company may complete such portion(s) of the Work, and all reasonable costs of completion shall be deducted from the compensation herein and otherwise at the expense of Contractor.

10. **Termination:** If, in the Company's sole opinion, Contractor shall: (1) fail to prosecute the Work properly; (2) fail to complete the Work within any stated time for completion of such Work; (3) fail to make prompt payment to its suppliers, laborers and/or permitted subcontractors; (4) fail to perform any provision of this Agreement; or (5) file or allow any form of insolvency or receivership proceedings to be filed against it, then Company may, upon seven (7) days' prior notice to Contractor, and without prejudice to any other rights, terminate this Agreement, take possession of the Work and complete any unfinished or remaining Work with any reasonable costs of completion to be charged against the balance of any amount(s) due under this Agreement and otherwise at the expense of Contractor.

11. **General Terms and Conditions:** Contractor shall not assign this Agreement nor subcontract any portion of the Work hereunder without the prior written consent of Company. Contractor shall pay all taxes for the Work provided by Contractor, whether or not such taxes are yet effective. No personal liability shall attach to, be imposed on, or otherwise be incurred by any partners, agent, member or employee of the Company or any director, officer or employee of any of the foregoing, for any obligation of the Company arising hereunder. Contractor's sole recourse hereunder is limited to the assets of the Company. Contractor acknowledges that it is an independent contractor. The Work hereunder shall be carried on by Contractor using its own means and methods, and at its own risk, subject only to full compliance with the provisions hereof. All prior negotiations, representations, contracts or agreements not incorporated herein are hereby canceled. No modification, amendment or construction of this Agreement shall be binding upon the parties unless in writing and signed by an authorized representative of the party to be bound. Notices hereunder shall be in writing and addressed to the party at the above address and sent by any recognized method, by which a confirmation of delivery is obtained, with all charges prepaid.

EXECUTED by

Brady Sullivan Millworks II, LLC

By: \_\_\_\_\_

Title: \_\_\_\_\_

Spectrum Floors, Inc.

By: 

Title: 

Millwest

Location: 195 McGregor Street, Manchester

PO#: 5611177

Amount: \$24,736.00

Date: 1/17/2014

Exhibit A:Scope of Work:Per Attached Estimate#9534 Dated 9/23/13

|                      |       |             |
|----------------------|-------|-------------|
| CERAMIC TILE         | 2,770 | 22,160.00   |
| CARPET TILE LABOR    | 644   | 1,932.00    |
| CARPET TILE ADHESIVE | 644   | 844.00      |
| Total                |       | \$24,736.00 |

SR



Spectrum Floors, Inc.

1600 Candia Road  
Manchester, NH 03109  
T: 603-626-3998  
F: 603-626-0260

**Estimate**

| DATE      | ESTIMATE NO. |
|-----------|--------------|
| 9/23/2013 | 9534         |

| NAME / ADDRESS                                                                             |
|--------------------------------------------------------------------------------------------|
| BRADY SULLIVAN PROPERTIES<br>JEFFERSON MILL<br>622-6223 FAX 6227342<br>JOB MILL WEST LOBBY |

|                      |       |      | PROJECT            |
|----------------------|-------|------|--------------------|
| DESCRIPTION          | QTY   | COST | TOTAL              |
| CERAMIC TILE         | 2,770 | 8.00 | 22,160.00          |
| CARPET TILE LABOR    | 644   | 3.00 | 1,932.00           |
| CARPET TILE ADHESIVE | 644   | 1.00 | 644.00             |
| <b>TOTAL</b>         |       |      | <b>\$24,736.00</b> |

FLOOR PREP NOT INCLUDED  
NO WASH WAX OR PROTECTION

A POMACE CHARGE PF 2% PER MONTH ON ALL BALANCES OVER 30 DAYS

**Kerry Murray**

---

**From:** Larry St. Pierre  
**Sent:** Wednesday, January 22, 2014 6:36 PM  
**To:** Kerry Murray  
**Subject:** RE: Spectrum Flooring Contract for your Approval

Approved

**From:** Kerry Murray  
**Sent:** Monday, January 20, 2014 11:30 AM  
**To:** Larry St. Pierre  
**Subject:** Spectrum Flooring Contract for your Approval

Larry,

Attached is the contract for Spectrum Flooring that we spoke about this morning. They have included the labor for the Carpet Tile, see attached estimate.

Please review and let me know if it is approved. Once I receive your approval I will forward to Scott.

Thanks,

Kerry Murray  
Project Administrator

**Brady Sullivan Properties**  
670 North Commercial Street, Suite 303  
Manchester, NH 03101  
P: (603) 622-6223 x9744 F: (603) 622-7342  
E-mail: [kmurray@bradysullivan.com](mailto:kmurray@bradysullivan.com)



## CONTRACT

### *Millwest*

Location: 195 McGregor Street, Manchester

PO#: 5611134

Amount: \$560,000.00

Date: 12/2/2013

**AGREEMENT** made this 2nd day of December 2013, by and between Brady Sullivan Millworks II, LLC, 670 N. Commercial Street, Suite 303, Manchester, New Hampshire 03101, (hereinafter referred to as "Company" or "GC"), and Hooksett Paving, Inc., (hereinafter referred to as "Contractor");

**WHEREAS**, Company and Contractor have agreed that Contractor shall perform certain services and/or provide equipment and certain materials upon the terms herein (hereinafter referred to as the "Work");

**NOW, THEREFORE**, in consideration of the mutual covenants, promises and agreements contained herein, the parties hereto intending to be legally bound, do agree as follows:

1. **Scope of Work:** The scope of the Work and any specifications with respect thereto are set forth on "Exhibit A" attached hereto and made a part hereof (hereinafter collectively referred to as "Contract Documents"). Contractor represents to Company that it fully understands the Contract Documents and has completed its due diligence such that Contractor fully assumes any difficulties it may encounter in timely performing the Work hereunder.
2. **Commencement and Completion of Work:** Work shall be performed as required by the Scope of Work for this contract.
3. **Compensation:** Company agrees to pay Contractor the compensation set forth in "Exhibit A" hereto for satisfactory performance of the Work hereunder. All labor and materials furnished by Contractor shall be subject to inspection by the Company prior to payment. Upon completion and acceptance of the Work by Company, Contractor shall invoice Company in accordance with Exhibit A. Payment shall be made within thirty (30) days following Company's receipt of an appropriate invoice and an executed partial or final payment lien waiver in a form acceptable to the Company. If this Agreement calls for installment payments, Company agrees to make payments on a monthly requisition basis based on the percentage of Work complete for specific line item dollar values with a 5% retainage withheld by Company until final acceptance of the Work.
4. **Insurance:** Prior to commencement of the Work, Contractor shall furnish Company with an acceptable insurance certificate from Contractor's insurer naming Company as an additional insured evidencing that Contractor has commercial general liability insurance (and statutory worker's compensation insurance and automobile insurance) in the amount(s) required by the Company in the Contract Documents for the liability assumed hereunder. Contractor shall maintain such insurance at all times hereunder.
5. **Indemnification:** Contractor shall indemnify and hold harmless Company and the owner(s) of any property where Contractor's Work is performed, together with their agents, representatives, affiliates, employees, officers and directors, from all suits or claims of any kind on account of any personal injury (including death) or property damage arising out of or occurring in connection with Contractor's Work, including claims arising under worker's compensation laws.
6. **Force Majeure:** If either party shall be prevented by an act of God, strike, explosion or other casualty (collectively "Force Majeure Event"), which such party could not reasonably avoid or overcome, and which prevents such party from performing hereunder, such party may give written notice of such Force Majeure Event to the other party as soon as possible after the occurrence, and the obligations of the party giving such notice, so far as they are affected by such event, shall be suspended during the period of the disability provided that such party uses all reasonable dispatch to remedy such disability.
7. **Laws and Regulations:** This Agreement shall be governed by the laws of the State of New Hampshire, which state shall be the exclusive forum for any action or claim arising out of this Agreement. Contractor shall



comply with all applicable federal, state and local laws and regulations covering the Work, including, when applicable, and without limitation, the Occupational Safety and Health Act as amended. It is Contractor's sole responsibility to determine whether such codes and regulations apply to the Work, and if so, to observe and abide by their provisions.

8. **Workmanship:** Unless otherwise specified, all materials, parts and equipment incorporated in the Work shall be new, of recent manufacture, and free from defects and imperfections. Any work performed by Contractor, which is defective or otherwise fails to comply with such codes with respect to quality of workmanship, shall be immediately repaired or replaced at Contractor's sole expense and to the complete satisfaction of company. Contractor guarantees the Work to be free from any and all defects in materials or workmanship, and Contractor agrees to repair and make good any defect in Contractor's workmanship or materials that may appear within one (1) year after the date of final acceptance by Company. Company reserves the right to request removal of any representative of Contractor who the Company believes is insubordinate, incompetent or not qualified to perform the Work.

9. **Partial Termination:** If Company believes that Contractor is not performing the Work properly or in a timely manner, Company may terminate Contractor's right to proceed with any separate part(s) of the Work without terminating the entire Agreement. Company may exercise such right upon two days' written notice to the Contractor, whereupon Company may complete such portion(s) of the Work, and all reasonable costs of completion shall be deducted from the compensation herein and otherwise at the expense of Contractor.

10. **Termination:** If, in the Company's sole opinion, Contractor shall: (1) fail to prosecute the Work properly; (2) fail to complete the Work within any stated time for completion of such Work; (3) fail to make prompt payment to its suppliers, laborers and/or permitted subcontractors; (4) fail to perform any provision of this Agreement; or (5) file or allow any form of insolvency or receivership proceedings to be filed against it, then Company may, upon seven (7) days' prior notice to Contractor, and without prejudice to any other rights, terminate this Agreement, take possession of the Work and complete any unfinished or remaining Work with any reasonable costs of completion to be charged against the balance of any amount(s) due under this Agreement and otherwise at the expense of Contractor.

11. **General Terms and Conditions:** Contractor shall not assign this Agreement nor subcontract any portion of the Work hereunder without the prior written consent of Company. Contractor shall pay all taxes for the Work provided by Contractor, whether or not such taxes are yet effective. No personal liability shall attach to, be imposed on, or otherwise be incurred by any partners, agent, member or employee of the Company or any director, officer or employee of any of the foregoing, for any obligation of the Company arising hereunder. Contractor's sole recourse hereunder is limited to the assets of the Company. Contractor acknowledges that it is an independent contractor. The Work hereunder shall be carried on by Contractor using its own means and methods, and at its own risk, subject only to full compliance with the provisions hereof. All prior negotiations, representations, contracts or agreements not incorporated herein are hereby canceled. No modification, amendment or construction of this Agreement shall be binding upon the parties unless in writing and signed by an authorized representative of the party to be bound. Notices hereunder shall be in writing and addressed to the party at the above address and sent by any recognized method, by which a confirmation of delivery is obtained, with all charges prepaid.

EXECUTED by

*Brady Sullivan Millworks II, LLC*

By: \_\_\_\_\_

Title: \_\_\_\_\_

*Hooksett Paving, Inc.*

By:  \_\_\_\_\_

Title: President



## CONTRACT

### Millwest

Location: 195 McGregor Street, Manchester

PO#: 5611134

Amount: \$560,000.00

Date: 12/2/2013

### Exhibit A:

#### Scope of Work:

#### **Description of Services:**

- Reconstruction and repaving of parking areas and roadways Approx: 26,500 sq. yds
- Pulverize/reclaim all existing asphalt
- Grade and fine grade reclaimed materials as needed for proper water flow
- Install 5 catch basins and approx: 550 LF of culvert pipe
- Install approx: 1040 LF granite curbing Pave two coats asphalt
- Pave two coats asphalt
- Apply a 2 " base course asphalt
- Apply a 1" wearing surface/finish coat

Contract Price: \$560,000.00



## Hooksett Paving Company Inc.

6 West Stearns Avenue Hooksett, NH  
03106

t : ( 603 ) 627-6610 f : ( 603 ) 625-5450

[richard@hooksettpaving.com](mailto:richard@hooksettpaving.com)

November 1, 2013

Brady Sullivan Properties  
670 N. Commercial St.  
Manchester, N.H 03101

Dear Larry:

On behalf of Hooksett Paving, I am pleased to submit this proposal for the following services that are listed below. If you have any questions about the contents of the proposal, please feel free to contact me personally to discuss in greater detail.

Richard Burbank

### **Description of Services:**

- Reconstruction and repaving of parking areas and roadways Approx: 26,500 sq. yds
  - Pulverize/reclaim all existing asphalt
  - Grade and fine grade reclaimed materials as needed for proper water flow
  - Install 5 catch basins and approx: 550 LF of culvert pipe
  - Install approx: 1040 LF granite curbing Pave two coats asphalt
  - Pave two coats asphalt
  - Apply a 2 " base course asphalt
  - Apply a 1" wearing surface/finish coat
- Contract Price: \$560,000.00



Authorized Signature: Richard Burbank

Title: Proprietor



CONTRACT

PO# 5611056

**AGREEMENT** made this 8th day of August, 2013, by and between Brady Sullivan Millworks II, 670 N. Commercial Street, Suite 303, Manchester, New Hampshire 03101, (hereinafter referred to as "Company" or "GC"), and DB Perry .inc (hereinafter referred to as "Contractor");

**WHEREAS**, Company and Contractor have agreed that Contractor shall perform certain services and/or provide equipment and certain materials upon the terms herein (hereinafter referred to as the "Work");

**NOW, THEREFORE**, in consideration of the mutual covenants, promises and agreements contained herein, the parties hereto intending to be legally bound, do agree as follows:

1. **Scope of Work:** The scope of the Work and any specifications with respect thereto are set forth on "Exhibit A" attached hereto and made a part hereof (hereinafter collectively referred to as "Contract Documents"). Contractor represents to Company that it fully understands the Contract Documents and has completed its due diligence such that Contractor fully assumes any difficulties it may encounter in timely performing the Work hereunder. To the extent there is any inconsistent term or condition in the contract, Exhibit A-1, shall control.
2. **Commencement and Completion of Work:** Work shall be performed as required by the Scope of Work for this project build-out.
3. **Compensation:** Company agrees to pay Contractor the compensation set forth in "Exhibit A" hereto for satisfactory performance of the Work hereunder. All labor and materials furnished by Contractor shall be subject to inspection by the Company prior to payment. Upon completion and acceptance of the Work by Company, Contractor shall invoice Company in accordance with Exhibit A. Payment shall be made within thirty (30) days following Company's receipt of an appropriate invoice and an executed partial or final payment lien waiver in a form acceptable to the Company. If this Agreement calls for installment payments, Company agrees to make payments on a monthly requisition basis based on the percentage of Work complete for specific line item dollar values with a 5% retainage withheld by Company until final acceptance of the Work.
4. **Insurance:** Prior to commencement of the Work, Contractor shall furnish Company with an acceptable insurance certificate from Contractor's insurer naming Company as an additional insured evidencing that Contractor has commercial general liability insurance (and statutory worker's compensation insurance and automobile insurance) in the amount(s) required by the Company in the Contract Documents for the liability assumed hereunder. Contractor shall maintain such insurance at all times hereunder.
5. **Indemnification:** Contractor shall indemnify and hold harmless Company and the owner(s) of any property where Contractor's Work is performed, together with their agents, representatives, affiliates, employees, officers and directors, from all suits or claims of any kind on account of any personal injury (including death) or property damage arising out of or occurring in connection with Contractor's Work, including claims arising under worker's compensation laws.
6. **Force Majeure:** If either party shall be prevented by an act of God, strike, explosion or other casualty (collectively "Force Majeure Event"), which such party could not reasonably avoid or overcome, and which prevents such party from performing hereunder, such party may give written notice of such Force Majeure Event to the other party as soon as possible after the occurrence, and the obligations of the party giving such notice, so far as they are affected by such event, shall be suspended during the period of the disability provided that such party uses all reasonable dispatch to remedy such disability.
7. **Laws and Regulations:** This Agreement shall be governed by the laws of the State of New Hampshire, which state shall be the exclusive forum for any action or claim arising out of this Agreement. Contractor shall comply with all applicable federal, state and local laws and regulations covering the Work, including, when applicable, and without limitation, the Occupational Safety and Health Act as amended. It is Contractor's sole

## **DB PERRY SCOPE OF WORK EXHIBIT A-1**

### **TOTAL CONTRACT 09900**

TOTAL CONTRACT AMOUNT = \$171,000.00

### **DESCRIPTION**

- Provide a primer coat to all drywall surfaces
- Provide two coats of paint to all drywall surfaces and trim
- Paint all doors and access panels
- Fill holes and caulk all trim
- Provide all paint and labor to complete job on schedule
- Paint all columns and misc metals black and sprinkler lines

### **GENERAL NOTES**

- ALL EMPLOYEES MUST SIGN THERE OWN NAME ON DAILY SIGN IN SHEET PROVIDED BY GC
- CONTRACTOR SHALL COMPLY WITH LOCAL,STATE AND FEDERAL BUILDING CODES
- CONTRACTORS TO HOLD STATE CONTRACTORS LICENSE IF NEEDED IN THE STATE WORKING IN
- CONTRACTOR TO PROVIDE ALL EQUIPMENT AND MATERIALS NEEDED TO COMPLETE THEIR JOB
- CONTRACTORS ARE REQUIRE TO COMPLY WITH OSHA TO MAINTAIN A SAFE WORKING ENVIROMENT'
- NO SMOKEING IS ALLOWED ON ANY BRADY SULLIVAN JOBS OR PROPERTIES
- CONTRACTORS MUST CARRY LIABILITY, WORKMANS COMP,AUTO INSURANCE AND MUST SUBMIT NTO GC
- ALL PPE IS REQUIRED AT ALL TIMES WHILE ON SITE ( HARD HATS,SAFETY GLASSES.SAFETY VEST)



## CONTRACT

### Millwest

Location: 195 McGregor Street, Manchester

PO#: 5611090

Amount: \$9,000.00

Date: 11/10/2013

**AGREEMENT** made this 10<sup>th</sup> day of November 2013, by and between Brady Sullivan Millworks II, LLC, 670 N. Commercial Street, Suite 303, Manchester, New Hampshire 03101, (hereinafter referred to as "Company" or "GC"), and Universal Decor, (hereinafter referred to as "Contractor");

**WHEREAS**, Company and Contractor have agreed that Contractor shall perform certain services and/or provide equipment and certain materials upon the terms herein (hereinafter referred to as the "Work");

**NOW, THEREFORE**, in consideration of the mutual covenants, promises and agreements contained herein, the parties hereto intending to be legally bound, do agree as follows:

1. **Scope of Work:** The scope of the Work and any specifications with respect thereto are set forth on "Exhibit A" attached hereto and made a part hereof (hereinafter collectively referred to as "Contract Documents"). Contractor represents to Company that it fully understands the Contract Documents and has completed its due diligence such that Contractor fully assumes any difficulties it may encounter in timely performing the Work hereunder.
2. **Commencement and Completion of Work:** Work shall be performed as required by the Scope of Work for this contract.
3. **Compensation:** Company agrees to pay Contractor the compensation set forth in "Exhibit A" hereto for satisfactory performance of the Work hereunder. All labor and materials furnished by Contractor shall be subject to inspection by the Company prior to payment. Upon completion and acceptance of the Work by Company, Contractor shall invoice Company in accordance with Exhibit A. Payment shall be made within thirty (30) days following Company's receipt of an appropriate invoice and an executed partial or final payment lien waiver in a form acceptable to the Company. If this Agreement calls for installment payments, Company agrees to make payments on a monthly requisition basis based on the percentage of Work complete for specific line item dollar values with a 10% retainage withheld by Company until final acceptance of the Work.
4. **Insurance:** Prior to commencement of the Work, Contractor shall furnish Company with an acceptable insurance certificate from Contractor's insurer naming Company as an additional insured evidencing that Contractor has commercial general liability insurance (and statutory worker's compensation insurance and automobile insurance) in the amount(s) required by the Company in the Contract Documents for the liability assumed hereunder. Contractor shall maintain such insurance at all times hereunder.
5. **Indemnification:** Contractor shall indemnify and hold harmless Company and the owner(s) of any property where Contractor's Work is performed, together with their agents, representatives, affiliates, employees, officers and directors, from all suits or claims of any kind on account of any personal injury (including death) or property damage arising out of or occurring in connection with Contractor's Work, including claims arising under worker's compensation laws.
6. **Force Majeure:** If either party shall be prevented by an act of God, strike, explosion or other casualty (collectively "Force Majeure Event"), which such party could not reasonably avoid or overcome, and which prevents such party from performing hereunder, such party may give written notice of such Force Majeure Event to the other party as soon as possible after the occurrence, and the obligations of the party giving such notice, so far as they are affected by such event, shall be suspended during the period of the disability provided that such party uses all reasonable dispatch to remedy such disability.
7. **Laws and Regulations:** This Agreement shall be governed by the laws of the State of New Hampshire, which state shall be the exclusive forum for any action or claim arising out of this Agreement. Contractor shall



comply with all applicable federal, state and local laws and regulations covering the Work, including, when applicable, and without limitation, the Occupational Safety and Health Act as amended. It is Contractor's sole responsibility to determine whether such codes and regulations apply to the Work, and if so, to observe and abide by their provisions.

8. **Workmanship:** Unless otherwise specified, all materials, parts and equipment incorporated in the Work shall be new, of recent manufacture, and free from defects and imperfections. Any work performed by Contractor, which is defective or otherwise fails to comply with such codes with respect to quality of workmanship, shall be immediately repaired or replaced at Contractor's sole expense and to the complete satisfaction of company. Contractor guarantees the Work to be free from any and all defects in materials or workmanship, and Contractor agrees to repair and make good any defect in Contractor's workmanship or materials that may appear within one (1) year after the date of final acceptance by Company. Company reserves the right to request removal of any representative of Contractor who the Company believes is insubordinate, incompetent or not qualified to perform the Work.

9. **Partial Termination:** If Company believes that Contractor is not performing the Work properly or in a timely manner, Company may terminate Contractor's right to proceed with any separate part(s) of the Work without terminating the entire Agreement. Company may exercise such right upon two days' written notice to the Contractor, whereupon Company may complete such portion(s) of the Work, and all reasonable costs of completion shall be deducted from the compensation herein and otherwise at the expense of Contractor.

10. **Termination:** If, in the Company's sole opinion, Contractor shall: (1) fail to prosecute the Work properly; (2) fail to complete the Work within any stated time for completion of such Work; (3) fail to make prompt payment to its suppliers, laborers and/or permitted subcontractors; (4) fail to perform any provision of this Agreement; or (5) file or allow any form of insolvency or receivership proceedings to be filed against it, then Company may, upon seven (7) days' prior notice to Contractor, and without prejudice to any other rights, terminate this Agreement, take possession of the Work and complete any unfinished or remaining Work with any reasonable costs of completion to be charged against the balance of any amount(s) due under this Agreement and otherwise at the expense of Contractor.

11. **General Terms and Conditions:** Contractor shall not assign this Agreement nor subcontract any portion of the Work hereunder without the prior written consent of Company. Contractor shall pay all taxes for the Work provided by Contractor, whether or not such taxes are yet effective. No personal liability shall attach to, be imposed on, or otherwise be incurred by any partners, agent, member or employee of the Company or any director, officer or employee of any of the foregoing, for any obligation of the Company arising hereunder. Contractor's sole recourse hereunder is limited to the assets of the Company. Contractor acknowledges that it is an independent contractor. The Work hereunder shall be carried on by Contractor using its own means and methods, and at its own risk, subject only to full compliance with the provisions hereof. All prior negotiations, representations, contracts or agreements not incorporated herein are hereby canceled. No modification, amendment or construction of this Agreement shall be binding upon the parties unless in writing and signed by an authorized representative of the party to be bound. Notices hereunder shall be in writing and addressed to the party at the above address and sent by any recognized method, by which a confirmation of delivery is obtained, with all charges prepaid.

EXECUTED by

*Brady Sullivan Millworks II, LLC*

By: \_\_\_\_\_

Title: \_\_\_\_\_

*Universal Decor*

By:  \_\_\_\_\_

Title: Owner



**Exhibit A:**

**Millwest North Roof Scope of Work:**

1. Strip and replace approximately 33,000 SQ of roofing materials at main building
2. Installation of new 3" ISO board, new rubber roofing, and drip edge
3. Installation of approximately 17,000 SF of ½" ISO board, new rubber roofing, and drip edge
4. Strip and replace all roofing on North Tower and install 3" ISO board and drip edge
5. Installation of OSHA approved safety tie downs in middle of roof spaced to code
6. Proper removal of all materials, provide dumpsters, and all equipment needed to perform the work
7. All work performed will be done in a manner to avoid any water penetration into the building during the project.
8. Strip and replaced 323 squares (upper roof) with 3" ISO board, rubber, and drip edge
9. Installation of 303 squares (lower roof) of ISO board and rubber, vented and drip edge

EXHIBIT A

**UNIVERSAL DÉCOR SCOPE OF WORK**

TOTAL CONTRACT AMOUNT = \$9,000.00

**DESCRIPTION**

- SAND ALL WATER DAMAGED CEILINGS AND BEAMS ON THIRD AND FOURTH FLOORS
- REMOVE ALL DISCOLARATION FROM BRICK AND SEAL IN AND OUT AT ALL WATER DAMAGED AREAS ON THIRD AND FOURTH FLOORS AND THIRD FLOORS
- APPROX 1740 SQFT SANDING
- APPROX 4400 SQFT CLEAN AND SEAL OF BRICK

**GENERAL NOTES**

- ALL EMPLOYEES MUST SIGN THERE OWN NAME ON DAILY SIGN IN SHEET PROVIDED BY GC
- CONTRACTOR SHALL COMPLY WITH LOCAL,STATE AND FEDERAL BUILDING CODES
- CONTRACTORS TO HOLD STATE CONTRACTORS LICENSE IF NEEDED IN THE STATE WORKING IN
- CONTRACTOR TO PROVIDE ALL EQUIPMENT AND MATERIALS NEEDED TO COMPLETE THEIR JOB
- CONTRACTORS ARE REQUIRE TO COMPLY WITH OSHA TO MAINTAIN A SAFE WORKING ENVIROMENT'
- NO SMOKEING IS ALLOWED ON ANY BRADY SULLIVAN JOBS OR PROPERTIES
- CONTRACTORS MUST CARRY LIABILITY, WORKMANS COMP,AUTO INSURANCE AND MUST SUBMIT NTO GC
- ALL PPE IS REQUIRED AT ALL TIMES WHILE ON SITE ( HARD HATS,SAFETY GLASSES.SAFETY VEST)



## SHORT FORM CONTRACT

**AGREEMENT** made this 31st day of August, 2012, by and between Brady Sullivan <sup>MILLER KS II</sup> Contracting, LLC of 670 North Commercial Street Manchester New Hampshire 03101, (hereinafter referred to as "Company"), and Emond Plumbing & Heating, Inc., 104 Dean Street Taunton, MA 02780 (hereinafter referred to as "Contractor");

**WHEREAS**, Company and Contractor have agreed that Contractor shall perform certain services and/or provide equipment and certain materials upon the terms herein (hereinafter referred to as the "Work") on property Owned by Brady Sullivan MILL WEST, LLC, 670 North Commercial Street, Manchester, New Hampshire 03101 (hereinafter referred to as the Owner); and

**WHEREAS**, Company acknowledges that Company and Owner are affiliated business entities;

**NOW, THEREFORE**, in consideration of the mutual covenants, promises and agreements contained herein, the parties hereto intending to be legally bound, do agree as follows:

1. **Scope of Work:** The scope of the Work and any specifications with respect thereto are set forth on "Exhibit A" attached hereto and made a part hereof (hereinafter collectively referred to as "Contract Documents"). Contractor represents to Company that it fully understands the Contract Documents and has completed its due diligence such that Contractor fully assumes any difficulties it may encounter in timely performing the Work hereunder. To the extent there is any inconsistent term or condition in Exhibit A, this Agreement shall control.

2. **Commencement and Completion of Work:** Contractor shall commence Work on FEBRUARY 1<sup>ST</sup> 2013, and complete the Work no later than SEPTEMBER 1ST, 2013, for the time being of the essence. Timing of the window removal will be on a different schedule as coordinated with the General Contractor.

**PENALTY:** If above contractor does not meet the required schedule a penalty of \$500.00 a day will be enforced until Contractor gets back on agreed to schedule. The parties agree that the Contractor will not be fined for any delays caused the actions or decisions of the Owner or the Owner's agents, the Company or its agents, or any Force Majeure Event as defined in Section 6. If the Contractor claims that they are delayed by actions or decisions of the Company or Owner, Contractor shall inform the Company in writing within 24 hours of the occurrence; in response, the Company will agree or dispute the matter in writing within 72 hours of receipt of such notice.

3. **Compensation:** Company agrees to pay Contractor the compensation set forth in "Exhibit A" upon completion and acceptance of the Work by Company and Owner. Based upon applications for payment submitted to the Company from Contractor, the Company shall make progress payments on account of the Work completed and approved by Company and Owner and Owner's Bank. The period covered by each application for payment shall be one calendar month ending on the last day of the month. Provided that the Work covered under the application is approved as aforesaid and an original application for payment is received by the Company no later than the 7th day of a month, Company shall include the Contractor's application for payment in the Company's next application for payment to the Owner. Company shall make reasonable efforts to provide payment within 30 days of approval by Company, Owner and Owner's construction lender. No payment to Contractor shall be made unless and until a fully executed lien waiver in a form acceptable to Company is received by Company. **ALSO, PRIOR TO PAYMENT TO CONTRACTOR, CONTRACTOR SHALL PROVIDE TO THE COMPANY LIEN WAIVERS FROM ITS SUBCONTRACTORS AND SUPPLIERS RELEASING ANY LIEN RIGHTS FOR ANY WORK OR MATERIALS/SUPPLIES.**

The Contractor shall receive payment from the Company in accordance with its application, provided the Company has received the funding from the Owner, which funding shall not be unreasonably withheld by the Owner. Upon the Company's receipt of payment from the Owner, Company shall make payment to Contractor subject to a 5% Retainage withheld by Company until final acceptance of Contractor's Work.

Kerry Murray

---

**From:** John Rondeau  
**Sent:** Thursday, November 14, 2013 7:35 AM  
**To:** Kerry Murray  
**Subject:** Fwd: contract

Sent from my iPhone

Begin forwarded message:

**From:** "Chaput, Ed" <[EChaput@JacksonLumber.com](mailto:EChaput@JacksonLumber.com)>  
**Date:** November 14, 2013 at 7:08:24 AM EST  
**To:** John Rondeau <[jrondeau@bradysullivan.com](mailto:jrondeau@bradysullivan.com)>  
**Subject:** RE: contract

John

Unfortunately we cannot sign this since we are not a sub contractor. We are a material supplier. Also note the amount that you listed is only for the 3rd and 4th floors. I did not have any info on the basement amenity area which we are shipping and I don't have information for the Annex area. If I can get those drawing I can put a package together.

**From:** John Rondeau [<mailto:jrondeau@bradysullivan.com>]  
**Sent:** Wednesday, November 13, 2013 1:27 PM  
**To:** Chaput, Ed  
**Cc:** Kerry Murray  
**Subject:** contract

ED can you have this signed and sent back please

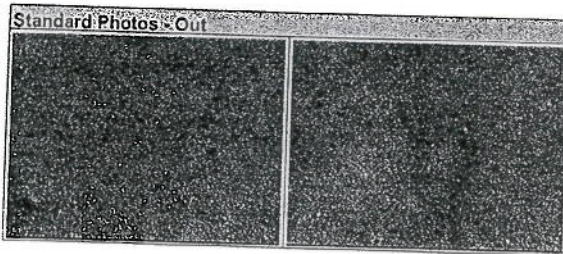


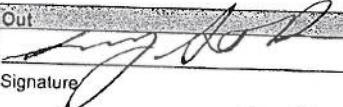
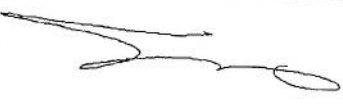


## Condition Report

|                                     |                                       |                                            |                                            |
|-------------------------------------|---------------------------------------|--------------------------------------------|--------------------------------------------|
| Unit Number<br>930146               | Make<br>JLG                           | Model<br>1930ES                            | Serial Number<br>5000236799                |
| Rental Contract Number<br>117111344 |                                       | Jobsite<br>117111344 484705 -<br>MILL WEST | Customer Name<br>BRADY SULLIVAN PROPERTIES |
| Date - Out<br>2014-01-24            | Hour Meter or Odometer - Out<br>245.1 |                                            | Date - In<br>Hour Meter or Odometer - In   |

|                                                                                        |                                                              |
|----------------------------------------------------------------------------------------|--------------------------------------------------------------|
| <b>Condition - Out</b>                                                                 |                                                              |
| Equipment is clean and in good condition, including the following items as applicable: |                                                              |
| <input checked="" type="checkbox"/>                                                    | - Structure and components secure and undamaged              |
| <input checked="" type="checkbox"/>                                                    | - Tires and tracks in good condition                         |
| <input checked="" type="checkbox"/>                                                    | - Safety devices, decals, and manuals present and functional |
| <input checked="" type="checkbox"/>                                                    | - Fuel tank full and machine starts                          |
| <input type="checkbox"/>                                                               | Deficiencies noted below                                     |



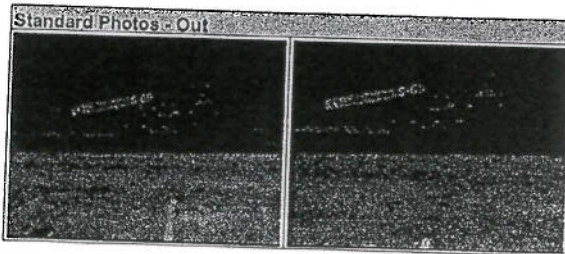
|                         |                                                                                     |
|-------------------------|-------------------------------------------------------------------------------------|
| <b>Signatures - Out</b> |                                                                                     |
| Customer                |  |
|                         | Signature                                                                           |
|                         | LARRY St Pierre                                                                     |
|                         | Print Name                                                                          |
| United Rentals          |  |
|                         | Signature                                                                           |
|                         | JEREMY WRIGHT                                                                       |
|                         | Print Name                                                                          |

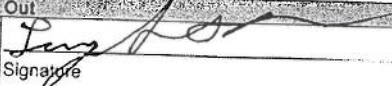



## Condition Report

|                                     |                                       |                                            |                                            |
|-------------------------------------|---------------------------------------|--------------------------------------------|--------------------------------------------|
| Unit Number<br>10148897             | Make<br>GENIE                         | Model<br>S-65                              | Serial Number<br>5000352057                |
| Rental Contract Number<br>117111344 |                                       | Jobsite<br>117111344 484705 -<br>MILL WEST | Customer Name<br>BRADY SULLIVAN PROPERTIES |
| Date - Out<br>2014-01-24            | Hour Meter or Odometer - Out<br>230.0 | Date - In                                  | Hour Meter or Odometer - In                |

|                                                                                                                                                                                                                                                                                                                                                                                          |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Condition - Out</b>                                                                                                                                                                                                                                                                                                                                                                   |
| Equipment is clean and in good condition, including the following items as applicable: <ul style="list-style-type: none"><li>- Structure and components secure and undamaged</li><li><input checked="" type="checkbox"/> - Tires and tracks in good condition</li><li>- Safety devices, decals, and manuals present and functional</li><li>- Fuel tank full and machine starts</li></ul> |
| <input type="checkbox"/> Deficiencies noted below                                                                                                                                                                                                                                                                                                                                        |



|                         |                                                                                                                                  |
|-------------------------|----------------------------------------------------------------------------------------------------------------------------------|
| <b>Signatures - Out</b> |                                                                                                                                  |
| Customer                | <br>Signature<br>LARRY STPIERRE<br>Print Name |
| United Rentals          | <br>Signature<br>JEREMY WRIGHT<br>Print Name  |





BRANCH 802  
2 SUTTON CIRCLE  
HOOKSETT NH 03106  
603-622-1555  
603-625-5065 FAX



# RENTAL AGREEMENT

#117111344

Job Site

MILL WEST  
195 MCGREGOR ST  
MANCHESTER NH 03102-3748

Office: 603-622-6223 Cell: 603-231-4689

BRADY SULLIVAN PROPERTIES  
670 N COMMERCIAL ST  
SUITE 303  
MANCHESTER NH 03101-1149

Customer # : 484705  
Agreement Date : 01/24/14  
Rental Out : 01/24/14 04:00 PM  
Scheduled In : 02/07/14 04:00 PM  
UR Job Loc : 195 MCGREGOR ST, MAN  
UR Job # : 22  
Customer Job ID: 22  
P.O. # : 5611122  
Ordered By : KERRY MURRAY  
Written By : TIMOTHY KNOWLES  
Salesperson : SCOTT GODING

| RENTAL ITEMS: |           | Description                                                                                | Minimum | Day    | Week   | 4 Week  | Estimated Amt. |
|---------------|-----------|--------------------------------------------------------------------------------------------|---------|--------|--------|---------|----------------|
| Qty           | Equipment |                                                                                            |         |        |        |         |                |
| 1             | 10148897  | BOOM 65-70' TELESCOPIC<br>Make: GENIE Model: S-65<br>Serial: S6013-25814 Meter out: 230.00 |         | 467.00 | 925.00 | 1887.00 |                |

|   |        |                                                                                              |        |        |        |        |  |
|---|--------|----------------------------------------------------------------------------------------------|--------|--------|--------|--------|--|
| 1 | 930146 | SCISSOR LIFT 19' ELECTRIC<br>Make: JLG Model: 1930ES<br>Serial: 0200162733 Meter out: 245.10 | 150.00 | 150.00 | 250.00 | 395.00 |  |
|---|--------|----------------------------------------------------------------------------------------------|--------|--------|--------|--------|--|

## SALES/MISCELLANEOUS ITEMS:

| Qty                  | Item            | Price  | Unit of Measure | Extended Amt. |
|----------------------|-----------------|--------|-----------------|---------------|
| 1                    | DELIVERY CHARGE | 95.000 | (EA) EACH       | 95.00         |
| 1                    | PICKUP CHARGE   | 95.000 | (EA) EACH       | 95.00         |
| Sales/Misc Subtotal: |                 |        |                 | 190.00        |

## COMMENTS/NOTES:

CONTACT: LARRY ST PIERRE  
CELL#: 603-231-4689  
19' needs to go to loading dock

A CLEANING CHARGE WILL APPLY TO EQUIPMENT RETURNED WITH EXCESSIVE  
DIRT, CONCRETE, AND/OR PAINT. CUSTOMER IS RESPONSIBLE FOR ALL  
DAMAGE INCLUDING TIRES. THERE WILL BE AN ADDITIONAL CHARGE FOR  
MISSING KEYS. A FUEL CHARGE WILL BE APPLIED TO ALL UNITS NOT  
RETURNED FULL OF FUEL

\*\*\*\*\*

TO SCHEDULE EQUIPMENT FOR PICKUP, CALL 800-UR-RENTS (800-877-3687)  
WE ARE AVAILABLE 24/7 TO SUPPLY YOU WITH A CONFIRMATION #  
IN ORDER TO CLOSE THIS CONTRACT

\* ENVIRONMENTAL CHARGE: The items indicated above are subject to an environmental charge which is designed to recover United's direct and indirect expenses for the handling, managing and disposing of waste products, hazardous related administrative costs. This is not a government-mandated charge. FUEL: Fuel charges do not include federal, state, or local excise taxes.

## OPTIONAL RENTAL PROTECTION PLAN

THE RENTAL PROTECTION PLAN IS NOT INSURANCE! Upon accepting the optional Rental Protection Plan, Customer agrees to pay a charge equal to 14% of the rental charges on Equipment Customer wants covered by the Rental Protection Plan. In return, as set forth in Addendum 1 to the Rental Agreement, United agrees to waive certain claims for accidental damage to or theft of such covered Equipment occurring during normal and careful use. Customer remains liable for all other damages as set forth in the conditions found in Addendum 1 to the Rental Agreement.

NOTICE FOR RENTAL OF A MOTOR VEHICLE: THIS CONTRACT OFFERS, FOR AN ADDITIONAL CHARGE, A DAMAGE WAIVER TO LIMIT YOUR FINANCIAL RESPONSIBILITY FOR DAMAGE TO OR THEFT OF THE MOTOR VEHICLE BEFORE DECIDING WHETHER TO PURCHASE THE DAMAGE WAIVER, YOU MAY WISH TO DETERMINE WHETHER YOUR OWN INSURANCE AFFORDS YOU COVERAGE. THE PURCHASE OF THIS DAMAGE WAIVER IS NOT MANDATORY AND MAY BE WAIVED OR DECLINED.

READ BEFORE SIGNING: By signing below, Customer (x) Agrees to the terms and conditions contained in this rental agreement; (x) Agrees that the equipment is in the condition as stated on the condition report(s); (x) Agrees to the terms and conditions of the Optional Rental Protection Plan, if applicable; and (x) Authorizes United to charge Customer's credit card listed above or on file, if applicable. Customer also acknowledges that it is fully familiar with the operation and use of the equipment and has received (a) the equipment in good working order; (b) all safety bulletins; (c) all operator manuals; and (d) all manufacturer's tabulated data for the protective system equipment listed above.

X 01/24/14 LARRY ST PIERRE JEREMY WRIGHT 01/24/14  
CUSTOMER SIGNATURE DATE CUSTOMER NAME PRINTED UNITED RENTALS REPRESENTATIVE/DELIVERED BY DATE

A LARGER FONT COPY OF THE TERMS AND CONDITIONS IS AVAILABLE UPON REQUEST.



# RENTAL AGREEMENT ADDITIONAL TERMS AND CONDITIONS

PAGE 1 (Cont.)

**1. DEFINITIONS.** "Rental Agreement" means this Rental Agreement, including the front and back pages of the Rental Agreement, as well as any Addendum attached hereto. "United" means the corporate subsidiary of United Rentals, Inc. identified on the first page of this Rental Agreement from whom the Customer has rented the Equipment. "Equipment" means any one or more of the items identified as such on the first page of this Rental Agreement and any accessories, attachments or other similar items delivered to Customer, including, but not limited to air hoses, electric cords, blades, welding cables, liquid fuel tanks and nozzles. "Customer" means the employee of Customer "Store Location" means the United address in the upper left-hand corner on the first page of this Rental Agreement. "Rental Period" means the period of time between the "Date Out" and "Date Due In," set forth on the first page of this Rental Agreement, except that the Rental Period may terminate earlier as provided in Sections 17 and 22 hereof.

**2. AUTHORITY TO SIGN.** Any individual signing this Rental Agreement represents and warrants that he or she is of legal age, and has the authority and power to sign this Rental Agreement on their own behalf or for the Customer.

**3. INDEMNITY / HOLD HARMLESS.** TO THE FULLEST EXTENT PERMITTED BY LAW, CUSTOMER AGREES TO INDEMNIFY, DEFEND AND HOLD UNITED, AND ANY OF ITS RESPECTIVE OFFICERS, AGENTS, SERVANTS, OR EMPLOYEES, AND AFFILIATES, PARENTS AND SUBSIDIARIES, HARMLESS FROM AND AGAINST FEES, LOSS OF PROFIT, BUSINESS INTERRUPTION OR OTHER SPECIAL OR CONSEQUENTIAL DAMAGES, DAMAGES RELATING TO PROPERTY DAMAGE, BODILY INJURY, OR DAMAGES RELATING TO WRONGFUL DEATH ARISING OUT OF OR RELATED TO THE OPERATION, USE, POSSESSION OR RENTAL OF THE EQUIPMENT. THIS INDEMNITY PROVISION ALSO APPLIES TO ANY CLAIMS ASSERTED AGAINST UNITED BASED UPON STRICT LIABILITY THEORY OR FOR THAT PART OF ANY LOSS, DAMAGE OR LIABILITY CAUSED SOLELY BY THE NEGLIGENCE OF UNITED. CUSTOMER EXPRESSLY AGREES TO SPECIFICALLY AGREE TO THE FOREGOING OBLIGATION TO INDEMNIFY SHALL NOT IN ANY WAY BE AFFECTED OR DIMINISHED BY ANY STATUTORY OR CONSTITUTIONAL LIMITATION OF LIABILITY OR IMMUNITY. CUSTOMER KNOWS THAT NOTWITHSTANDING THE EXPIRATION OR EARLY TERMINATION OF THE CONTRACT.

**4. INSPECTION OF EQUIPMENT.** Customer acknowledges that Customer has inspected the Equipment prior to taking possession thereof, finds it in good working order and repair, and suitable for the intended use. Customer further acknowledges that Customer has inspected the propulsion tank of vehicles for registered and licensed, or required to be registered and licensed, for use on any highway or public road use, prior to taking possession thereof, and such propulsion tank contained no dyed fuel. Customer is familiar with the safety chains, hauling tongues and other devices and materials used to connect the Equipment to Customer's towing vehicle, if any. Customer acknowledges United is not responsible for any damage to Customer's towing vehicle caused by detachable hitch or minors.

**5. LIMITATION OF LIABILITY.** In no event shall United be responsible to Customer or any other party for any loss, damage or injury caused by, resulting from or in any way connected with the Equipment, its operation or its use. United is not liable to deliver the Equipment as required hereunder, or United's failure to repair or replace non-working Equipment or (ii) United be liable for any incidental, consequential, punitive or special damages. Customer acknowledges and assumes all risks inherent in the operation, use and possession of the Equipment from the time the Equipment is delivered to Customer until the Equipment is returned to United and will take all necessary precautions to protect all persons and property from injury or damage from the Equipment.

## 6. USE OF EQUIPMENT.

**A.** Customer will not use or allow anyone to use the Equipment: (a) for an illegal purpose or in an illegal manner, (b) without a license, if required under any applicable law, or (c) who is not qualified to operate it. Customer agrees, at Customer's sole expense, to comply with all applicable municipal, state, and federal laws, ordinances and regulations (including O.S.H.A. and the Internal Revenue Code) which may apply to the use of the Equipment. Customer shall not use or permit to be used, any dyed fuel into the propulsion tank of vehicles registered and licensed, or required to be registered and licensed, for use on any highway or other public road. CUSTOMER AGREES TO DEFEND, INDEMNIFY AND HOLD UNITED HARMLESS FROM ALL FINES, PENALTIES AND COSTS INCURRED BY UNITED DUE TO DYED FUEL BEING INTRODUCED INTO THE PROPULSION TANK OF SUCH VEHICLES. Customer agrees to check filters, oil, fluid levels and tire air pressure, to clean and visually inspect the Equipment and to immediately notify United when Equipment needs repair or maintenance. Customer acknowledges that United has no responsibility to inspect the Equipment while it is in Customer's possession. United shall have the right to replace the Equipment with other similar equipment at any time and for any reason.

**B. IN CALIFORNIA ONLY:** If any of the Equipment is power operated or power-driven excavating or boring equipment, it is the sole responsibility of Customer to follow the requirements of the regional notification center law pursuant to Article 2 (commencing with Section 4216) of Chapter 3.1 of Division 5 of Title 1 of the Government Code. By signing this Rental Agreement, Customer accepts all liabilities and responsibilities contained in the California regional notification center law.

**7. DISCLAIMER OF WARRANTIES.** UNITED MAKES NO WARRANTIES, EXPRESS OR IMPLIED, AS TO THE MERCHANTABILITY OF THE EQUIPMENT OR ITS FITNESS FOR ANY PARTICULAR PURPOSE. THERE IS NO WARRANTY THAT THE EQUIPMENT IS SUITED FOR CUSTOMER'S INTENDED USE, OR THAT IT IS FREE FROM DEFECTS. EXCEPT AS MAY BE SPECIFICALLY SET FORTH IN THIS RENTAL AGREEMENT, UNITED DISCLAIMS ALL WARRANTIES, EITHER EXPRESS OR IMPLIED, MADE IN CONNECTION WITH THIS RENTAL TRANSACTION.

**8. HALFWORKING EQUIPMENT.** Should the Equipment be involved in an accident, become unsafe, malfunction or require repair, Customer shall immediately cease using the Equipment and immediately notify United. If such condition is the result of normal operation, United will repair or replace the Equipment with similar Equipment in working order, if such replacement Equipment is available. United has no obligation to repair or replace Equipment rendered inoperable by misuse, abuse or neglect. Customer's sole remedy for any failure or defect in Equipment shall be the termination of any rental charges accruing after the time of failure. Customer must return the Equipment to the Store Location within 24 hours from the time of defect in order to terminate rental charges.

**9. RETURN OF EQUIPMENT / DAMAGED & LOST EQUIPMENT.** At the expiration of the Rental Period, Customer will return the Equipment to the Store Location during United's regular business hours, such Equipment to be in good condition and repair as when delivered to Customer, subject to reasonable wear and tear, as defined below. In the event that United has agreed to pick up the Equipment from Customer, Customer shall notify United in writing that the Equipment is off rent and obtain an off rent confirmation number from United. United shall endeavor to pick up the Equipment within a commercially reasonable period of time after the Equipment leaves the Store Location until the Equipment is (a) returned to the Store Location, including any number. In the case of the loss or destruction of any Equipment, or inability or failure to return same to United for any reason whatsoever, Customer will pay United the then full replacement list value of the Equipment together with the full rental rate as specified until such Equipment is replaced. If the Equipment is returned in a damaged or excessively worn condition, Customer shall pay United the reasonable cost of repair and pay rental on the Equipment at the regular rental rate until all repairs have been completed. United shall be under no obligation to commence repair work until Customer has paid to United the estimated cost thereof.

**10. REASONABLE WEAR AND TEAR.** Reasonable wear and tear of the Equipment shall mean only the normal deterioration of the Equipment caused by ordinary and reasonable use on a one shift (8 hours) per day, 40 hours per week basis. The following shall not be deemed reasonable wear and tear: (a) damage resulting from lack of lubrication, insertion of improper fuel, or maintenance of necessary oil, water and air pressure levels; (b) from lack of servicing or preventative maintenance suggested in the manufacturer's operation and maintenance manual; (c) damage resulting from any collision, overturning, or improper operation, including overloading or corrosion or misalignment to or of the Equipment or any part thereof; (d) wear resulting from grinding, staining, shifts for which rented; and (f) any other damage to the Equipment which is not considered ordinary and reasonable in the equipment rental industry. Repairs to the Equipment shall be made in the reasonable satisfaction of United and in a manner which will not adversely affect the operation, manufacturer's design or value of the Equipment.

**11. LATE RETURN.** Customer agrees that if the Equipment is not returned by the end of the Rental Period, United, in its sole discretion, may require Customer to do any of the following: (a) continue to pay the rental rate(s) applicable to the Equipment as specified on the front page of this Rental Agreement; (b) for periods less than 24 hours, pay the full daily rental rate applicable to the Equipment; or (c) pay any increased rental rate(s) in effect at the time of, or after, the expiration of the Rental Period.

**12. RENTAL PERIOD / CALCULATION OF CHARGES.** Rental charges commence when the Equipment leaves the Store Location and end when the Equipment is returned to the Store Location during United's regular business hours. Rental charges do not include the cost of fuel, any applicable taxes, cost of delivery and pick-up of the Equipment, transportation surcharges, environmental charges or other miscellaneous charges. In the event that United has agreed to pick up the Equipment from Customer, Customer shall notify United in writing that the Equipment is "off rent" and obtain an "off rent" confirmation number from United, at which time rental charges shall no longer be assessed, unless otherwise provided herein. Rental charges accrue during Saturdays, Sundays and Holidays. Rental rates are for normal usage based on an 8 hour day, 40 hours per week and 160 hours per 4 week period. On power equipment, operations in excess of one shift will be as follows: 1.5 times the rental charges for double shift and 2 times the rental charges for triple shift. Customer will truthfully and accurately certify to United the number of shifts the Equipment was operated. Customer's right

to possess the Equipment terminates on the expiration of the Rental Period and retention of possession after this time is a material breach of this Rental Agreement. TIME IS OF THE ESSENCE.

**13. DEPOSIT.** In addition to securing the payment of rental charges hereunder, Customer agrees that any rental deposit shall be deemed to be a guarantee by Customer of the full and complete performance of each and all of the terms, covenants, and agreements to be performed by Customer hereunder and in the event of any breach by the Customer, the deposit will be credited against any damages, cost or expense incurred by United as a result of the breach.

## 14. PAYMENT.

All amounts due hereunder shall be payable in full upon receipt of invoice by Customer. Customer acknowledges that timely payment of rental charges is essential to United's business operations and it would be impractical and extremely difficult to fix the actual damages caused by late payment. Customer and United agree that there shall be added to all past due rental charges a late payment fee equal to the lesser of 2% per month (24% per annum) on any such payments outstanding after 30 days, or the maximum amount allowed by applicable law.

## 15. TITLE / NO PURCHASE OPTION / NO LIENS.

This Rental Agreement is not a contract of sale, and title to the Equipment shall at all times remain with United. Unless covered by a specific supplemental agreement signed by United, Customer has no option or right to purchase the Equipment. Customer shall keep the Equipment free and clear of all mechanics and other liens and encumbrances.

## 16. TIRE AND TUBE REPAIR OR REPLACEMENT.

Repair or replacement of tires and tubes is the responsibility of Customer, and is not included in the rental rate.

## 17. DEFAULT.

Customer shall be deemed to be in default should Customer in any way fail to pay any amount when due hereunder, or to perform, observe or keep any provision of this Rental Agreement, or should Customer become "Insolvent" (as defined herein), or should United anticipate that Customer may become Insolvent or that Customer may otherwise become in default. If Customer is in default, United may do any one or more of the following: (a) terminate the Rental Period; (b) declare the entire amounts due hereunder immediately due and payable and commence legal action therefor; (c) cause United's employees or agents, with notice but without legal process, to enter upon Customer's property and take all action necessary to retake and repossess the Equipment, and Customer hereby consents to such entry, re-taking and re-possession and hereby waives all claims for damages and losses, physical and pecuniary, caused thereby and shall pay all costs and expenses incurred by United in retaking and repossessing; or (d) pursue any other remedies available by law. Customer shall be considered "Insolvent" if (i) any of its debts become due, or (ii) shall make an assignment for the benefit of creditors, or petition or (iii) shall commence any proceeding under any bankruptcy, reorganization, arrangement, readjustment of debt, dissolution, or liquidation law or statute of any jurisdiction, whether now or hereafter in effect; or (iv) shall have had any such petition or application filed or any such proceeding commenced against it in which an order for relief of, or acquiescence in any such petition, application, proceeding, or order for relief or the appointment of a custodian, receiver, or trustee for all or any substantial part of its properties.

## 18. CUSTOMER'S INSURANCE COVERAGE.

Customer agrees to maintain and carry, at Customer's sole cost, the following insurance: (a) property insurance for the full replacement cost of the Equipment, including coverage for all risks of loss or damage to the Equipment. Such coverage will include, but not be limited to, risk of loss arising out of the maintenance, operation, possession or use of the Equipment; (b) commercial general liability insurance with at least a per occurrence limit of \$2 million; (c) ISO CG 0001 (12 04 Form) for any property damage, bodily injury or personal and advertising injury arising out of the maintenance, operation, possession or use of the Equipment with combined single limits of insurance not less than \$2 million per occurrence and \$4 million in the aggregate. Customer shall obtain insurance policies that other insurance maintained by United, United shall be deemed to be an additional insured for liability insurance and additional loss payee for property insurance. Any deductibles or self insured retentions shall be the sole responsibility of the Customer. All insurance required by this agreement shall include a waiver of subrogation against United or its insurers. The policies required hereunder shall provide that United receive not less than 90 days notice prior to any cancellation.

FOR RENTAL OF EQUIPMENT NOT LICENSED FOR ROAD USE, CUSTOMER MUST EITHER (a) ELECT TO NAME UNITED AS LOSS PAYEE (EVIDENCING PROPERTY INSURANCE COVERAGE, OR (b) ELECT TO PURCHASE THE RENTAL PROTECTION PLAN.

## 19. NO ASSIGNMENT, LENDING OR SUBLETTING.

Customer shall not sublease, subrent, assign or loan the Equipment without first obtaining the written consent of United, and any such action by Customer, without United's written consent, shall be void. Customer agrees to use and keep the Equipment at the job site set forth on the first page of this Rental Agreement unless United approves otherwise in writing. United may, at any time, without notice to Customer, transfer or assign this Rental Agreement to any Equipment or any monies or other benefits due or to become due hereunder.

## 20. ENTIRE AGREEMENT / ONLY AGREEMENT.

The Rental Agreement, including the front and back pages of the Rental Agreement, and any Addendum attached hereto, represent the entire agreement between Customer and United with respect to the Equipment and the rental of the Equipment. There are no oral or other representations or agreements not included herein. None of United's rights or Customer's rights may be changed and no extension of the term of this Rental Agreement may be made except in writing, signed by both United and Customer. Any use of Customer's purchase order number on this Rental Agreement is for Customer's convenience only and terms and conditions, whether oral or written, that are different or inconsistent with the terms contained herein are hereby rejected by United.

## 21. ORDER OF PRECEDENCE.

The terms and conditions of this Rental Agreement shall control over any conflicting preprinted terms and conditions contained in Customers purchase order or similar documents.

## 22. OTHER PROVISIONS.

**A.** Any failure of United to insist upon strict performance by Customer of any terms and conditions of this Rental Agreement shall not be construed as a waiver of United's right to demand strict compliance. Customer has hereby agreed to this Rental Agreement and waives any principle of law which would constitute any provision hereof against United as the dispositive of this Rental Agreement.

**B.** Customer agrees to pay all reasonable costs of collection, court, attorneys' fees and other expenses incurred by United in the collection of any charges due under this Rental Agreement or in connection with the enforcement of its terms.

**C.** Customer shall pay the rental charge(s) without any offsets, deductions or claims.  
**D.** The federal and state courts in the county in which the Store Location is located shall have exclusive jurisdiction over all matters relating to this Rental Agreement. TRIAL BY JURY IS WAIVED.  
In order to effect service of process on United, please contact the Secretary of State Corporations Division or the equivalent office in your state to obtain the name of the registered agent and the registered office address that is on file with the Secretary of State for United. United shall be entitled to decrees of specific performance (without posting bond or other security) in addition to such other remedies as may be available.

**E.** Class Action Waiver. Customer agrees that any claims or proceedings brought by Customer relating to this Rental Agreement will be conducted on an individual basis, and not on a class-wide, collective, or representative basis, and that any one person's claims or proceedings may not be consolidated with any other claims or proceedings. Customer will not sue United as a class plaintiff or class representative, join as a class member, or participate as an adverse party in any way in a class-action lawsuit against United. Nothing in this paragraph, however, limits Customer's right to bring a lawsuit as an individual plaintiff.

**F.** United shall have the right to immediately repossess the Equipment, without any liability to Customer, in the event of (i) permanent closure of the United Store Location or (ii) declaration of any emergency, disaster or similar situation by any federal, state or local government or (iii) as otherwise set forth in this Rental Agreement.

## CRIMINAL WARNING:

The use of false identification to obtain Equipment or the failure to return the Equipment by the end of the Rental Period may be considered a theft subject to criminal prosecution pursuant to applicable criminal or penal code provisions.



**ADDENDUM 1 TO RENTAL AGREEMENT  
RENTAL PROTECTION PLAN**

#117111344

The Rental Protection Plan ("RPP") is an optional product described in this addendum (the "Addendum") that modifies certain terms of the Rental Agreement entered into between United and Customer. The definitions set forth in Section 1 of the Rental Agreement apply to this Addendum.

**NOTICE:**

FOR ALL RENTALS OF EQUIPMENT NOT LICENSED FOR ROAD USE, YOU MUST EITHER SHOW PROOF OF PROPERTY INSURANCE IN ACCORDANCE WITH SECTION 18 OF THE RENTAL AGREEMENT TERMS AND CONDITIONS, OR PURCHASE THE RENTAL PROTECTION PLAN. THE PURCHASE OF THE RENTAL PROTECTION PLAN FOR RENTALS OF EQUIPMENT IS NOT MANDATORY AND MAY BE DECLINED IF YOU HAVE PROOF OF INSURANCE AS REQUIRED BY SECTION 18.

RPP IS NOT INSURANCE. RPP IS AVAILABLE TO CUSTOMERS IN CONNECTION WITH THE RENTAL OF EQUIPMENT FROM UNITED AND MUST BE EXECUTED SIMULTANEOUSLY WITH A RENTAL AGREEMENT.

FOR AN ADDITIONAL CHARGE, RPP OFFERS A DAMAGE WAIVER TO LIMIT YOUR FINANCIAL RESPONSIBILITY FOR DAMAGE TO, OR THEFT OF, THE RENTAL EQUIPMENT. BEFORE DECIDING WHETHER TO PURCHASE THE DAMAGE WAIVER, YOU MAY WISH TO DETERMINE WHETHER YOUR OWN INSURANCE COVERAGE AFFORDS YOU COVERAGE FOR DAMAGE TO OR THEFT OF THE RENTAL EQUIPMENT AND THE AMOUNT OF THE DEDUCTIBLE UNDER YOUR OWN INSURANCE COVERAGE. READ THIS ADDENDUM CAREFULLY BEFORE SIGNING.

INITIAL: \_\_\_\_\_

**TERMS AND CONDITIONS.**

In return for payment of the fee set forth in the Rental Agreement United agrees to limit its rights under Sections 9 and 18 thereof as follows:

**A. DAMAGE WAIVER.**

Subject to the conditions set forth herein, United waives its right to collect amounts from Customer exceeding the lesser of 10% of replacement value of the Equipment, 10% of the cost of repairs, or \$500, plus applicable state and local taxes, from losses arising from theft of or direct physical damage to the Equipment.

**B. USER.**

Customer agrees that Customer, or a permissive user of a Customer, will be the only driver of any United vehicle, and that Customer will not use the vehicle in violation of any terms of the Rental Agreement or law.

**C. EXCLUSIONS.**

United will not waive a claim for loss or damage to tires and tubes caused by blow out, bruises, cuts, punctures or other causes inherent in the use of the Equipment; or resulting from intentional abuse of the Equipment. Such losses shall remain subject to Section 9 of the Rental Agreement.

**D. FEE.**

Customer shall pay a fee equal to 14% of the charges under the Rental Agreement in exchange for participation in RPP as set forth in this Addendum.

**E. IN KANSAS ONLY:**

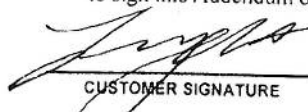

With respect to a motor vehicle rented for 60 days or less subject to RPP, Section C "tire exclusion" of this Addendum shall not apply.

**F. IN MINNESOTA ONLY:**

With respect to a motor vehicle rental, \*FN1\* RPP is a discharge of the responsibility of the renter to return the motor vehicle in the same condition as when it was first rented, and Section C "tire exclusion" of this Addendum shall not apply.

**G. AUTHORITY TO SIGN.**

Any individual signing this Addendum represents and warrants that he or she is of legal age, and has the authority and power to sign this Addendum on their own behalf or for the Customer.

|                                                                                     |                 |                       |                                                                                      |                 |
|-------------------------------------------------------------------------------------|-----------------|-----------------------|--------------------------------------------------------------------------------------|-----------------|
|  | <u>01/24/14</u> | <u>LARRY STOLIC</u>   |  | <u>01/24/14</u> |
| CUSTOMER SIGNATURE                                                                  | DATE            | CUSTOMER NAME PRINTED | DELIVERED BY                                                                         | DATE            |

FN 1- Pursuant to Minn. Stat. § 168.011(4), motor vehicle means "any self-propelled vehicle designed and originally manufactured to operate primarily on highways, and not operated exclusively upon railroad tracks. It includes any vehicle propelled or drawn by a self-propelled vehicle and includes vehicles known as trackless trolleys that are propelled by electric power obtained from overhead trolley wires but not operated upon rails. It does not include snowmobiles, manufactured homes, or park trailers."



## RENTAL AGREEMENT ADDITIONAL TERMS AND CONDITIONS

PAGE 1 (Cont.)

**1. DEFINITIONS.** "Rental Agreement" means this Rental Agreement, including the front and back pages of the Rental Agreement, as well as any Addendum attached hereto. "United" means the corporate subsidiary of United Rentals Inc. identified on the first page of this Rental Agreement from whom the Customer has rented the Equipment. "Equipment" means any one or more of the items identified as such on the first page of this Rental Agreement and any accessories, attachments, liquid fuel tanks and nozzles. "Customer" means the individual or entity identified as such on the first page of this Rental Agreement or any representative, agent, officer or employee of the Customer. "Store Location" means the United address in the upper left hand corner on the first page of this Rental Agreement. "Rental Period" means the period of time between the "Date Out" and "Date Due In" set forth on the first page of this Rental Agreement, except that the Rental Period may terminate earlier as provided in this Rental Agreement.

**2. AUTHORITY TO SIGN.** Any individual signing this Rental Agreement represents and warrants that he or she is of legal age, and has the authority and power to sign this Rental Agreement on their own behalf or on the Customer's behalf.

**3. INDEMNITY / HOLD HARMLESS.** TO THE FULLEST EXTENT PERMITTED BY LAW, CUSTOMER AGREES TO INDEMNIFY, DEFEND AND HOLD UNITED, AND ANY OF ITS RESPECTIVE OFFICERS, AGENTS, SERVANTS, OR EMPLOYEES, AND AFFILIATES, PARTS AND SUBSIDIARIES, HARMLESS FROM AND AGAINST FEES, LOSS OF PROFIT, BUSINESS INTERRUPTION OR OTHER SPECIAL OR CONSEQUENTIAL DAMAGES, DAMAGES RELATING TO PROPERTY DAMAGE, BODILY INJURY, OR DAMAGES RELATING TO WRONGFUL DEATH) ARISING OUT OF OR RELATED TO THE OPERATION, USE, POSSESSION OR RENTAL OF THE EQUIPMENT, OR PRODUCT LIABILITY CAUSES OF ACTION, HOWEVER, CUSTOMER SHALL NOT BE OBLIGATED TO INDEMNIFY UNITED FOR ANY PART OF ANY CLAIMS ASSERTED AGAINST UNITED BASED UPON STRICT LIABILITY, INTENTIONAL MISCONDUCT OR SOLE NEGLIGENCE OF UNITED, IN FURTHERANCE OF, BUT NOT IN LIMITATION OF THE FOREGOING OBLIGATION TO INDEMNIFY SHALL NOT IN ANY WAY BE AFFECTED OR DIMINISHED BY ANY STATUTORY OR CONSTITUTIONAL LIMITATION OF LIABILITY OR IMMUNITY CUSTOMER ENJOYS FROM SUITS BY ITS OWN EMPLOYEES. THE DUTY TO INDEMNIFY WILL CONTINUE IN FULL FORCE AND EFFECT NOTWITHSTANDING THE EXPIRATION OR EARLY TERMINATION OF THE CONTRACT.

**4. INSPECTION OF EQUIPMENT.** Customer acknowledges that Customer has inspected the Equipment prior to taking possession thereof, finds it in good working order and repair, and suitable for Customer's needs. Customer further acknowledges that Customer has inspected the propulsion tank of vehicles for gasoline, diesel, or other fuel, and is required to be registered and licensed for use on any highway or public road use, prior to taking possession of the Equipment. Customer shall not use the Equipment for any purpose other than the proper operation and use of each item of Equipment. Customer has inspected or will inspect all hitch, bolts, safety chains, hauling tongues and other devices and materials used to connect the Equipment to Customer's towing vehicle, if any. Customer acknowledges United is not responsible for any damage to Customer's towing vehicle caused by detachable hitch or winch.

**5. LIMITATION OF LIABILITY.** In no event shall United be responsible to Customer or any other party for any loss, damage or injury caused by, resulting from or in any way connected with the Equipment, its operation, or use. United's failure to deliver the Equipment as required hereunder, or its failure to repair or replace any malfunctioning Equipment, or (b) United be liable for any incidental, consequential, punitive or special damages. Customer acknowledges and assumes all risks inherent in the operation, use and possession of the Equipment from the time the Equipment is delivered to Customer until the Equipment is returned to United and will take all necessary precautions to protect all persons and property from injury or damage from the Equipment.

**6. USE OF EQUIPMENT.**  
A. Customer will not use or allow anyone to use the Equipment (a) for an illegal purpose or in an illegal manner, (b) without a license, if required, under any applicable law, or (c) who is not qualified to operate it. Customer agrees, at Customer's sole expense, to comply with all applicable municipal, state, and federal laws, ordinances and regulations (including OSHA and the Internal Revenue Code) which may apply to the use of the registered and licensed, or required to be registered and licensed, for use on any highway or other public road. CUSTOMER AGREES TO DEFEND, INDEMNIFY AND HOLD UNITED HARMLESS FROM ALL FINES, PENALTIES AND COSTS INCURRED BY UNITED DUE TO THE EQUIPMENT BEING INTRODUCED INTO THE PROPULSION TANK OF SUCH VEHICLES. Customer agrees to check, fill, oil, and lubricate and tire air pressure, to clean and visually inspect the Equipment daily and to immediately notify United when Equipment needs repair or maintenance. Customer acknowledges that United has no responsibility to inspect the Equipment while it is in Customer's possession. United shall have the right to replace the Equipment with other similar equipment at any time and for any reason.

**7. IN CALIFORNIA ONLY:** If any of the Equipment is power operated or power-driven excavating or lifting equipment, it is the sole responsibility of Customer to follow the requirements of the regional notification center law pursuant to Article 4 (commencing with Section 4214) of Chapter 3 of Division 5 of Title 2 of the Government Code. By signing this Rental Agreement, Customer accepts all liabilities and responsibilities contained in the California regional notification center law.

**7. DISCLAIMER OF WARRANTIES.** UNITED MAKES NO WARRANTIES, EXPRESS OR IMPLIED, AS TO THE MERCHANTABILITY OF THE EQUIPMENT OR ITS FITNESS FOR ANY PARTICULAR PURPOSE. THERE IS NO WARRANTY THAT THE EQUIPMENT IS SUITED FOR CUSTOMER'S INTENDED USE, OR THAT IT IS FREE FROM DEFECTS. EXCEPT AS MAY BE SPECIFICALLY SET FORTH IN THIS RENTAL AGREEMENT, UNITED DISCLAIMS ALL WARRANTIES, EITHER EXPRESS OR IMPLIED, MADE IN CONNECTION WITH THIS RENTAL TRANSACTION.

**8. MALFUNCTIONING EQUIPMENT.** Should the Equipment be involved in an accident, become unsafe, malfunction or require repair, Customer shall immediately cease using the Equipment and immediately notify United. If such condition is the result of normal operation, United will repair or replace the Equipment with similar Equipment in working order, if such replacement Equipment is available. United has no obligation to repair or replace Equipment rendered inoperable by misuse, abuse or neglect. Customer's sole remedy for any failure or defect in Equipment shall be the termination of any rental charges accruing after the time of failure. Customer must return the Equipment to the Store Location within 24 hours from the time of defect in order to terminate rental charges.

**9. RETURN OF EQUIPMENT / DAMAGED & LOST EQUIPMENT.** At the expiration of the Rental Period, Customer will return the Equipment to the Store Location during United's regular business hours, as defined below. In the event that United is not open to do so, Customer shall return the Equipment to the nearest United location in writing that the Equipment is off rent and shall obtain an "off rent" confirmation number from United. United shall endeavor to pick up the Equipment within a commercially reasonable period of time after the Equipment is called off rent. Customer shall be liable for all damages to or loss of the Equipment from the time the Equipment leaves the Store Location until the Equipment is (a) returned to the Store Location, including any damage, loss or destruction of any Equipment, or inability or failure to return same to United for any reason whatsoever. Customer will pay United the then full replacement list value of the Equipment together with the full rental rate as specified until such Equipment is replaced. If the Equipment is returned in a damaged or unusable condition, Customer shall pay United the reasonable cost of repair and pay rental on the Equipment at the regular rental rate until all repairs have been completed. United shall be under no obligation to commence repair work until Customer has paid to United the estimate cost thereof.

**10. REASONABLE WEAR AND TEAR.** Reasonable wear and tear of the Equipment shall mean, only the normal deterioration of the Equipment caused by ordinary and reasonable use on a one shift (8 hours per day, 40 hours per week) basis. The following shall not be deemed reasonable wear and tear: (a) damage resulting from lack of lubrication, intention of improper fuel, or maintenance of necessary oil, water and air pressure levels; (b) damage where United expertly assumes the obligation to service or maintain the Equipment, any damage resulting in loss of service or preventative maintenance suggested in the manufacturer's operation and maintenance manual; (c) damage resulting from any collision, overturning, or improper operation, including overloading or exceeding the rated capacity of the Equipment; (d) damage in the nature of dents, bending, leaning, staining, rusting or which related; and (e) any other damage to the Equipment which is not considered ordinary and reasonable in the equipment rental industry. Repairs to the Equipment shall be made to the reasonable satisfaction of United and in a manner which will not adversely affect the operation, manufacturer's design or value of the Equipment.

**11. LATE RETURN.** Customer agrees that if the Equipment is not returned by the end of the Rental Period, United, in its sole discretion, may require Customer to do any of the following: (a) continue to pay the rental rate applicable to the Equipment as specified on the front page of this Rental Agreement; (b) for periods less than 24 hours, pay the full daily rental rate applicable to the Equipment; or (c) pay any increased rental rate in effect at the time of, or after, the expiration of the Rental Period.

**12. RENTAL PERIOD / CALCULATION OF CHARGES.** Rental charges commence when the Equipment leaves the Store Location and end when the Equipment is returned to the Store Location during United's regular business hours. Rental charges do not include the cost of fuel, any applicable taxes, cost of delivery and pick up of the Equipment, transportation charges, environmental charges or other miscellaneous charges. In the event that United has agreed to pick up the Equipment from Customer, Customer shall notify United in writing that the Equipment is off rent and obtain an "off rent" confirmation number from United, at which time rental charges shall no longer be assessed unless otherwise provided herein. Rental charges accrue during Saturdays, Sundays and holidays. Rental rates are for normal use based on an 8 hour day, 40 hours per week and 160 hours per 4 weeks. If the Equipment is used in excess of one shift will be as follows: 1.5 times the rental charges for the first extra hour, 2 times the rental charges for the second extra hour, 3 times the rental charges for the third extra hour. Thereafter, United shall bill the Customer accordingly. Customer's right

to possess the Equipment terminates on the expiration of the Rental Period and retention of possession after this time is a material breach of this Rental Agreement. TIME IS OF THE ESSENCE.

**13. DEPOSIT.** In addition to securing the payment of rental charges hereunder, Customer agrees that any rental deposit shall be deemed to be a guarantee by Customer of the full and complete performance of each and all of the terms, covenants, and agreements to be performed by Customer hereunder, and in the event of any breach by Customer, the deposit will be credited against any damages, cost or expense incurred by United as a result of the breach.

**14. PAYMENT.** All amounts due hereunder shall be payable in full upon receipt of invoice by Customer. Customer acknowledges that timely payment of rental charges is essential to United's business operations and it would be impractical and extremely difficult to fix the actual damages caused by late payment. Customer and United agree that there shall be added to all past due rental charges a late payment fee equal to the lesser of 2% per month (24% per annum) on any such payments outstanding after 30 days, or the maximum amount allowed by applicable law.

**15. TITLE / NO PURCHASE OPTION / NO LIENS.** This Rental Agreement is not a contract of sale, and title to the Equipment shall at all times remain with United. United, covered by a specific supplemental agreement signed by United, Customer has no option or right to purchase the Equipment. Customer shall keep the Equipment free and clear of all mortgages and other liens and encumbrances.

**16. TIRE AND TUBE REPAIR OR REPLACEMENT.** Repair or replacement of tires and tubes is the responsibility of Customer, and is not included in the rental rate.

**17. DEFAULT.** Customer shall be deemed to be in default should Customer in any way fail to pay any amount when due hereunder, or to perform, observe or keep any provision of this Rental Agreement, or should Customer become "insolvent" (as defined herein), or should United anticipate that Customer may become insolvent or that Customer may otherwise become a defunct or in default, United may do any one or more of the following: (a) terminate the Rental Period; (b) declare the entire amount due hereunder immediately due and payable and commence legal action therefor; (c) cause United employees or agents, with notice but without legal process, to enter upon Customer's property and take all action necessary to retake and repossess the Equipment; and Customer hereby consents to such entry, retaking and re-possession and hereby waives all claims for damages and losses, physical or otherwise, caused thereby and shall pay all costs and expenses incurred by United in retaking and repossessing; or (d) pursue any other remedies available by law. Customer shall be considered "insolvent" if pay its debts as such debts become due, or (ii) shall make an assignment for the benefit of creditors, or petition or (iii) shall commence any proceeding under any bankruptcy, reorganization, arrangement, readjustment of debts, dissolution, or liquidation law or statute of any jurisdiction, whether now or hereafter in effect, or (iv) shall have had any such petition or application filed or any such proceeding commenced against it in which an order for relief is entered or an adjudication or appointment is made, or (v) shall take any action indicating its consent to approval of, or acquiescence in any such petition, application, proceeding, or order for relief or the appointment of a custodian, receiver, or trustee for all or any substantial part of its properties.

**18. CUSTOMER'S INSURANCE COVERAGE.** Customer agrees to maintain and carry, at Customer's sole cost, the following insurance: (a) property insurance for the full replacement cost of the Equipment, including coverage for all risks of loss or damage to the Equipment. Such coverage will include, but not be limited to, risk of loss arising out of the maintenance, operation, possession or use of the Equipment; (b) commercial auto liability insurance with at least a \$1 million occurrence limit of \$2 million, ISO CG 00 01 12 (Auto); (c) general liability insurance ("CGL") providing coverage equal to or greater than the standard maintenance, operation, possession or use of the Equipment with combined single limit of insurance not less than \$2 million per occurrence and \$4 million in the aggregate. Customer shall obtain insurance policies that are endorsed to provide that all insurance required hereunder is primary and non-contributory to any other insurance maintained by United. United shall be named as an additional insured for liability insurance and as a loss payee for property insurance. Any deductibles or self insured retentions shall be the sole responsibility of the Customer. All insurance required by this Agreement shall include a waiver of rights of United or its insurers. The policies required hereunder shall provide that United must receive not less than 30 days notice prior to any cancellation or non-renewal of any coverage. FOR RENTAL OF EQUIPMENT NOT LICENSED FOR ROAD USE, CUSTOMER MUST EITHER (a) ELECT TO NAME UNITED AS LOSS PAYEE EVIDENCING PROPERTY INSURANCE COVERAGE, OR (b) ELECT TO PURCHASE THE RENTAL PROTECTION PLAN.

**19. NO ASSIGNMENT, LENDING OR SUBLETTING.** Customer shall not sublease, sublet, assign or loan the Equipment without first obtaining the written consent of United, and any such action by Customer, without United's written consent, shall be void. Customer agrees to use and keep the Equipment at the job site set forth on the first page of this Rental Agreement unless United approves or otherwise in writing. United may at any time, without notice to Customer, transfer or assign this Rental Agreement to any Equipment or any moneys or other benefits due or to become due hereunder.

**20. ENTIRE AGREEMENT / ONLY AGREEMENT.** The Rental Agreement, including the front and back pages of the Rental Agreement, and any Addendum attached hereto, represent the entire agreement between Customer and United with respect to the Equipment and the rental of the Equipment. There are no oral or other representations or agreements not included herein. None of United's rights or Customer's rights may be changed or extended by the terms of this Rental Agreement may be made. Rental Agreement shall be for Customer's convenience only and terms and conditions, whether oral or written, that are different or inconsistent with the terms contained herein are hereby rejected by United.

**21. ORDER OF PRECEDENCE.** The terms and conditions of this Rental Agreement shall control over any conflicting printed terms and conditions contained in Customer's purchase order or similar documents.

**22. OTHER PROVISIONS.**  
A. Any failure of United to insist upon strict performance by Customer of any terms and conditions of this Rental Agreement shall not be construed as a waiver of United's right to demand strict compliance. Customer has carefully reviewed this Rental Agreement and waives any principle of law which would constitute any provision hereof agreed upon by United as the dispositive of this Rental Agreement.

B. Customer agrees to pay all reasonable costs of collection, court, attorney's fees and other expenses incurred by United in the collection of any charges due under this Rental Agreement or in connection with the enforcement of its terms.

C. Customer shall pay the rental charge(s) without any offsets, deductions or claims. D. The federal and state courts in the county in which the Store Location is located shall have exclusive jurisdiction over all matters relating to this Rental Agreement. TRIAL BY JURY IS WAIVED.

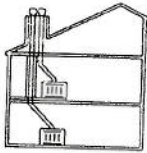
E. In order to effect service of process on United, please contact the Secretary of State Comptroller's Division or the equivalent office in your state to obtain the name of the registered agent and the registered office address that is on file with the Secretary of State for United. United shall be entitled to decrees of specific performance (without posting bond or other security) in addition to such other remedies as may be available.

F. Class Action Waiver. Customer agrees that any claims or proceedings brought by Customer relating to this Rental Agreement will be conducted on an individual basis, and not as a class-wide, collective, or claims or proceedings. Customer will not sue United as a class plaintiff or class representative, join any class member, or participate as an adverse party in any way in a class action lawsuit against United. Nothing in this paragraph, however, limits Customer's right to bring a lawsuit as an individual plaintiff.

G. United shall have the right to immediately repossess the Equipment, without any liability to Customer, in the event of (a) permanent closure of the United Store Location or (b) declaration of any emergency, disaster or similar situation by any federal, state or local government or (c) as otherwise set forth in this Rental Agreement.

**CRIMINAL WARNING:** The use of false identification to obtain Equipment or the failure to return the Equipment by the end of the Rental Period may be considered a theft subject to criminal prosecution pursuant to applicable criminal or penal code provisions.





**ARCHITECTURAL FIREPLACES**  
*of New England, Inc.*  
*Distributor of Heatilator and Heat-N-Glo Fireplaces*

**PROPOSAL**

**DATE:** Monday, December 09, 2013

**TO:** Brady Sullivan Properties  
670 Commercial Street Suite 303  
Manchester, NH 03113  
ATTN: Larry St. Pierre

**SITE:** Mill West Residential  
195 McGregor Street  
Manchester, NH  
Community Room

**ITEM(S) AND JOB DESCRIPTION:**

Note: \*Architectural Fireplaces describes our units by frame (rough opening) size and viewing area (actual burn area).  
\* Fireplaces to be installed before electric, plumbing & insulation

**AMOUNT:**

**Price Per F/P**  
\$3,198.00

Heatilator GDST43361 36" top vent See-Through gas fireplace w/electronic ignition, standard black fronts, - Installed over and out with flue & termination

**Features:**

26,000 - 37,000 Btu/Hour input (NG)

Glowing embers, lava rock

12' control wire

Tempered glass

7 ceramic fiber logs

Manual gas shut-off valve

Steel refractory

Junction box

Gas flex connector

\$200.00 each

Optional Upgrade to Craftsman Front

**OPTIONAL ACCESSORIES**

(Accessory prices are valid only at time of fireplace installation - if ordered at a later date, prices may vary)

**Price Per Item**

Basic Remote

\$110.00

Fan

\$138.00

Multi-Function Remote

\$225.00

**ADDITIONAL INFORMATION:**

**TOTAL COST:**

- Each offset pair needed for installation in addition to any listed above - **\$65.00**
- All jobs are COD, unless credit has been approved prior to installation
- Maximum chase cover flash size is 66"x36".
- If roof flashing is used, roof should be checked by roofer following installation of fireplace.
- Framing, electrical, and plumbing to be done by builder.
- Fireplace permits are the responsibility of builder, and are usually included in overall building permit.
- If a special permit is required, builder must notify Architectural Fireplaces and cost will be added to installation price.
- Phone bids may change slightly after a site view.
- Includes final safety check

**\$ Invoice**

*Permit*  
\* SALES TAX & LABOR INCLUDED IF APPLICABLE

*[Signature]*  
Buyer's Signature of Authorization / Date

50% Non-Refundable Deposit Required yes ☐ no ☐

15 Colonial Dr. E. Hampstead, NH 03826

Phone 603-362-0020, Fax 603-362-0022

Visit our Web Site: [www.arc-fire.com](http://www.arc-fire.com)

E-mail: [na@arc-fire.com](mailto:na@arc-fire.com)